

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549
Form 10-K**

(Mark One)

☒ **ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the Fiscal Year Ended December 31, 2021

OR

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from to

Commission file number 001-35721

DELEK LOGISTICS PARTNERS, LP

(Exact name of registrant as specified in its charter)

Delaware

45-5379027



(State or other jurisdiction of incorporation or organization)

(I.R.S. Employer Identification No.)

7102 Commerce Way

Brentwood Tennessee

37027

(Address of principal executive offices)

(Zip Code)

(615) 771-6701

(Registrant's telephone number, including area code)

Not Applicable

(Former name, former address and former fiscal year, if changed since last report)

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

Title of each class	Trading Symbol	Name of each exchange on which registered
Common Units Representing Limited Partner Interests	DKL	New York Stock Exchange

Securities registered pursuant to Section 12(g) of the Act: None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ☐ No ☒

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes ☐ No ☒

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (Section 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer ☐ Accelerated filer ☒ Non-accelerated filer ☐ Smaller reporting company ☐ 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. ☐

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 4262(b)) by the registered public accounting firm that prepared or issued its audit report. ☒

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act). Yes ☐ No ☒

The aggregate market value of the registrant's common limited partner units held by non-affiliates as of June 30, 2021 was approximately \$347,800,000, based upon the closing price of its common units on the New York Stock Exchange on that date.

At February 18, 2022, there were 43,470,853 common limited partner units.

Documents incorporated by reference: None

Delek Logistics Partners, LP
Annual Report on Form 10-K
For the Annual Period Ending December 31, 2021

PART I

<u>Items 1 and 2. Business and Properties</u>	<u>3</u>
<u>Item 1A. Risk Factors</u>	<u>20</u>
<u>Item 1B. Unresolved Staff Comments</u>	<u>45</u>
<u>Item 3. Legal Proceedings</u>	<u>45</u>
<u>Item 4. Mine Safety Disclosures</u>	<u>45</u>

PART II

<u>Item 5. Market for the Registrant's Common Equity, Related Stockholder Matters, and Issuer Purchases of Equity Securities</u>	<u>46</u>
<u>Item 6. [RESERVED]</u>	<u>46</u>
<u>Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations</u>	<u>47</u>
<u>Item 7A. Quantitative and Qualitative Disclosures about Market Risk</u>	<u>71</u>
<u>Item 8. Financial Statements and Supplementary Data</u>	<u>71</u>
<u>Item 9. Changes in and Disagreements with Accountants on Accounting and Financial Disclosure</u>	<u>71</u>
<u>Item 9A. Controls and Procedures</u>	<u>71</u>
<u>Item 9B. Other Information</u>	<u>72</u>

PART III

<u>Item 10. Directors, Executive Officers of the Registrant and Corporate Governance</u>	<u>73</u>
<u>Item 11. Executive Compensation</u>	<u>78</u>
<u>Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters</u>	<u>83</u>
<u>Item 13. Certain Relationships and Related Transactions, and Director Independence</u>	<u>85</u>
<u>Item 14. Principal Accountant Fees and Services</u>	<u>87</u>

PART IV

<u>Item 15. Exhibits and Financial Statement Schedules</u>	<u>F-1</u>
<u>Item 16. Form 10-K Summary</u>	<u>F-94</u>
<u>Signatures</u>	<u>F-95</u>



Unless otherwise noted or the context requires otherwise, references in this report to "Delek Logistics Partners, LP," the "Partnership," "we," "us," or "our" or like terms, may refer to Delek Logistics Partners, LP, one or more of its consolidated subsidiaries or all of them taken as a whole. Unless otherwise noted or the context requires otherwise, references in this report to "Delek Holdings" refers collectively to Delek US Holdings, Inc. and any of its subsidiaries, other than the Partnership and its subsidiaries and its general partner.

This Annual Report on Form 10-K (including documents incorporated by reference herein) contains statements with respect to our expectations or beliefs as to future events. These types of statements are "forward-looking" and subject to uncertainties. Refer to our discussion of forward-looking statements in the section "Forward-Looking Statements" included in Item 7, Management's Discussion and Analysis of Financial Condition and Results of Operations, of this Annual Report on Form 10-K.

Our corporate headquarters is located at 7102 Commerce Way, Brentwood, Tennessee 37027, our phone number is 615-771-6701 and our website is www.DelekLogistics.com. Information contained on our website is not part of this Annual Report on Form 10-K.

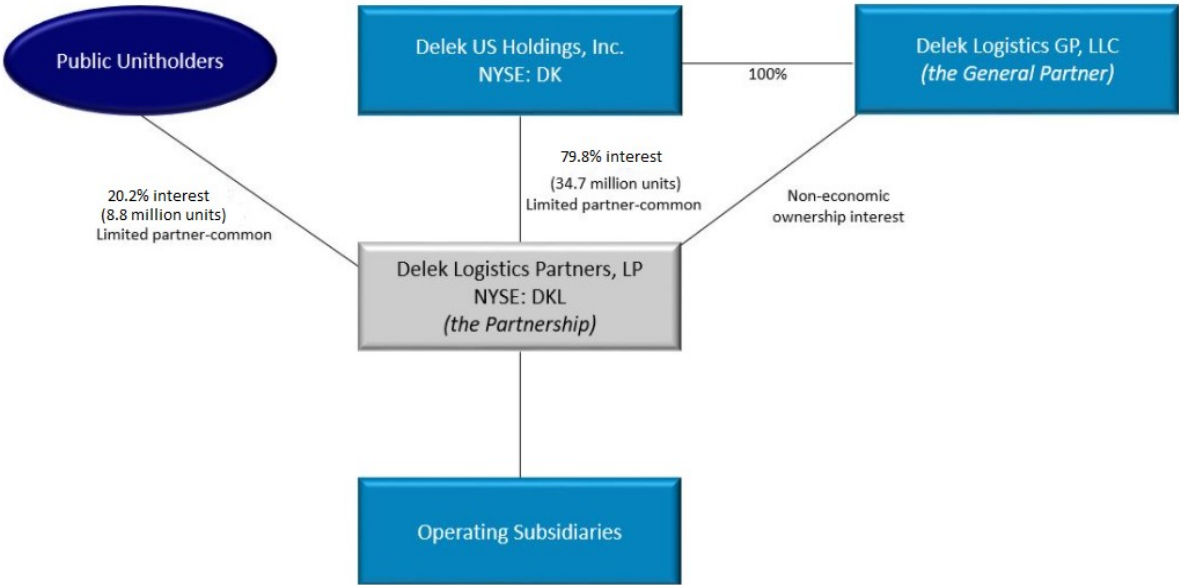
Our reports, proxy and information statements, and any amendments to such documents are filed electronically with the Securities and Exchange Commission ("SEC") and are available on our website (in the "SEC Filings" section) free of charge, as soon as reasonably practicable after we file or furnish such material to the SEC. We also post our corporate governance guidelines, code of business conduct and ethics and the charters of the audit committee and environmental, health and safety committee of the board of directors of our general partner in the "Corporate Governance" section of our website. We will provide any of these documents to any unitholder that makes a written request to the Corporate Secretary, Delek Logistics, GP, LLC, general partner of Delek Logistics Partners, LP, 7102 Commerce Way, Brentwood, TN 37027.

PART I

ITEMS 1 AND 2. BUSINESS AND PROPERTIES

Company Overview

Delek Logistics Partners, LP is a Delaware limited partnership formed in 2012 by Delek US Holdings, Inc. ("Delek Holdings") and its subsidiary Delek Logistics GP, LLC, our general partner (our "general partner"). The following chart illustrates the Partnership's structure as of December 31, 2021:



The principal activities of the business are listed below:

Partnership Overview ⁽¹⁾	
Primary Operations:	we own and operate crude oil, intermediate and refined products pipelines and transportation, storage, wholesale marketing, terminalling and offloading assets, almost all of which were previously owned, operated or held by Delek Holdings, and assets acquired from unrelated third parties.
Fee-Based Revenue Sources ^{(2) (3)} :	gathering, transporting and storing crude oil and marketing, distributing, transporting and storing intermediate and refined products in select regions of the southeastern United States and West Texas.
Other Revenue Sources:	sales of wholesale products in the West Texas market.
Crude oil pipeline joint ventures:	Andeavor Logistics RIO Pipeline LLC (33% interest) Caddo Pipeline LLC (50% interest) Red River Pipeline Company LLC (33% interest)

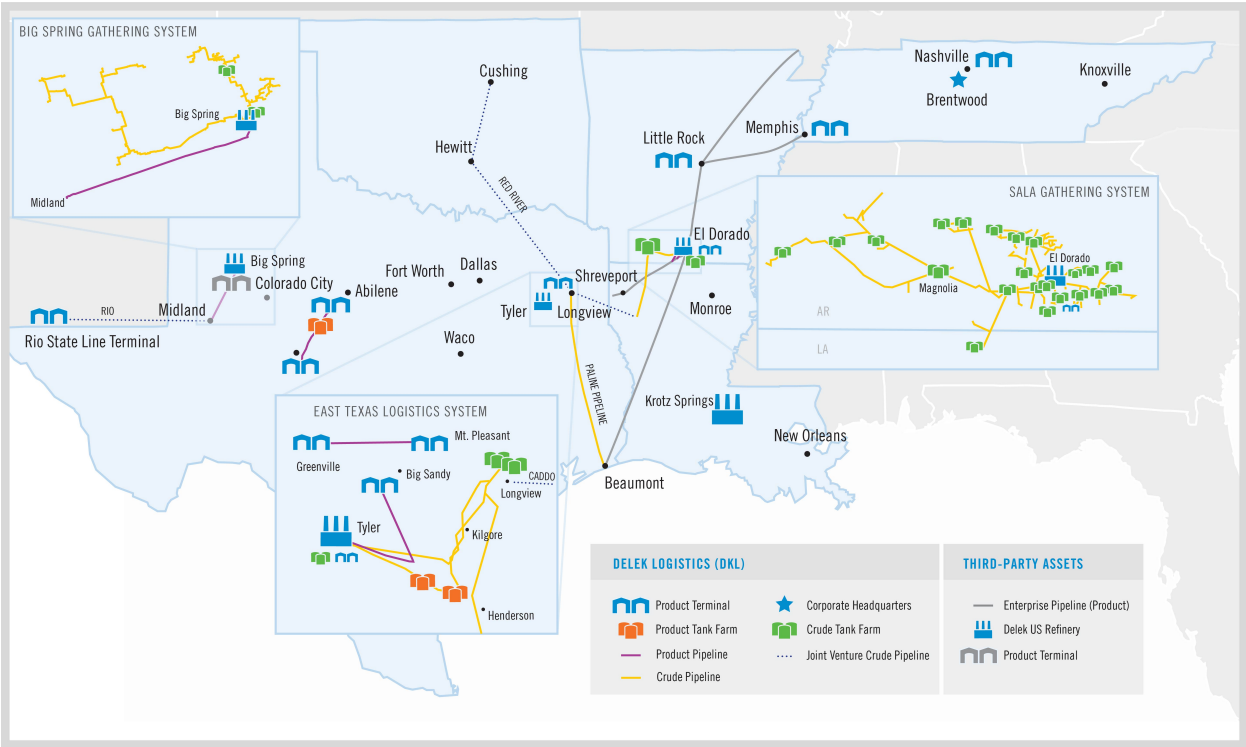
(1) We are not a taxable entity for federal income tax purposes or the income taxes of those states that follow the federal income tax treatment of partnerships. Instead, for purposes of such income taxes, each partner of the Partnership is required to take into account its share of items of income, gain, loss and deduction in computing its federal and state income tax liabilities, regardless of whether cash distributions are made to such partner by the Partnership. The taxable income reportable to each partner takes into account differences between the tax basis and the fair market value of our assets and financial reporting bases of assets and liabilities, the acquisition price of the partner's units and the taxable income allocation requirements under the Partnership's Second Amended and Restated Agreement of Limited Partnership, as amended (the "Partnership Agreement").

(2) See "Commercial Agreements—Commercial Agreements with Delek Holdings" and Note 4 to the consolidated financial statements in Item 8, Financial Statements and Supplementary Data, of this Annual Report on Form 10-K, for a discussion of our material commercial agreements with Delek Holdings.

(3) Certain of these services are provided pursuant to contractual agreements with third parties. See "Commercial Agreements—Other Agreements with Third Parties."

Our existing assets are integral to and dependent on the success of Delek Holdings' refining operations, as the majority of our assets are contracted exclusively to Delek Holdings in support of Delek Holdings' refineries located in Tyler, Texas (the "Tyler Refinery"), El Dorado, Arkansas (the "El Dorado Refinery") and Big Spring, Texas (the "Big Spring Refinery"). Delek Holdings is our primary customer and is responsible, directly and indirectly, for the majority of our contribution margin (as defined in "—Major Customers").

The following map outlines the location of our assets and operations, which are described in greater detail under "—Assets and Operations—Pipelines and Transportation Segment"; "—Assets and Operations—Wholesale Marketing and Terminalling Segment" and "—Assets and Operations—Investments in Pipeline Joint Ventures Segment."



Significant Acquisitions

Trucking Assets Acquisition

Effective May 1, 2020, the Partnership, through its wholly-owned subsidiary DKL Transportation, LLC, acquired Delek Trucking, LLC consisting of certain leased and owned tractors and trailers and related assets from Delek Holdings. The total consideration was approximately \$48 million in cash financed with a combination of cash on hand and borrowings under the DKL Credit Facility. The Trucking Assets are recorded in our pipeline and transportation segment and include approximately 150 trucks and trailers. The Trucking Assets Acquisition was considered a transaction between entities under common control. See Note 3 to our consolidated financial statements in Item 8, Financial Statements and Supplementary Data, of this Annual Report on Form 10-K, for additional information.

Permian Gathering Assets Acquisition (formerly referred to as the Big Spring Gathering Assets Acquisition)

Effective March 31, 2020, the Partnership, through its wholly-owned subsidiary DKL Permian Gathering, LLC, acquired the Permian Gathering Assets from Delek Holdings, located in Howard, Borden and Martin Counties, Texas. The total consideration was comprised of \$100 million in cash and 5.0 million common limited partner units. The Permian Gathering Assets are recorded in our pipelines and transportation segment and include crude oil pipelines, approximately 200 miles of gathering assets, approximately 65 tank battery connections, terminals with total storage capacity of approximately 650,000 barrels and applicable rights-of-way assets. The Permian Gathering Assets Acquisition was considered a transaction between entities under common control. See Note 3 to our consolidated financial statements in Item 8, Financial Statements and Supplementary Data, of this Annual Report on Form 10-K, for additional information.

2021 Developments

Sale of Common Units by Delek Holdings

On December 22, 2021, Delek Holdings issued a press release regarding a program to sell up to 434,590 common limited partner units, representing limited partner interests in the Partnership, over the next three months in open market transactions. We will not sell any securities under this program and we will not receive any proceeds from the sale of the securities by Delek Holdings. See Note 12 to our consolidated financial statements in Item 8, Financial Statements and Supplementary Data, of this Annual Report on Form 10-K, for additional information.

Inflation Adjustments

On July 1, 2021, the tariffs on certain of our FERC regulated pipelines and the throughput fees and storage fees under certain of our agreements with Delek Holdings and third parties that are subject to adjustments using FERC indexing decreased by approximately 0.6%, which was the amount of the change in the FERC oil pipeline index. Under certain of our agreements with Delek Holdings and third parties, the fees that are subject to adjustments using the consumer price index increased 4.4% and the fees that are subject to adjustments using the producer price index increased approximately 2.3%. On January 20, 2022 the FERC revisited the oil index while considering a matter in which neither the Partnership nor Delek Holdings was a party. The FERC reduced the index by approximately 1% ordered affected operators to file new tariffs consistent with the reduction to be effective from and after March 1, 2022.

High Yield Debt - 7.125% Senior Notes due 2028

On May 24, 2021, the Partnership and its wholly owned subsidiary Delek Logistics Finance Corp. ("Finance Corp." and together with the Partnership, the "Issuers") issued \$400.0 million in aggregate principal amount of the Issuers' 7.125% Senior Notes due 2028 (the "2028 Notes"), along with the related guarantees of the 2028 Notes. We used the net proceeds from the sale of the 2028 Notes to repay a portion of the outstanding borrowings under our revolving credit facility. See Note 11 to our consolidated financial statements in Item 8, Financial Statements and Supplementary Data, of this Annual Report on Form 10-K, for additional information.

Exclusive Supply Agreement

In May 2021, we executed an exclusive supply and strategic relationship agreement with Baker Petrolite LLC (an affiliate of Baker Hughes Company) ("Baker"). The agreement provides that, under certain circumstances, Baker will supply certain chemicals exclusively to us within a defined territory. Those chemicals allow us, through blending competencies utilizing proprietary intellectual property, to clarify slurry which can then be used in International Maritime Organization-compliant products. The agreement has a 5-year initial term and a 5-year extension option.

Assets and Operations

We prepare segment information on the same basis that we review financial information for operational decision-making purposes. Currently, our business consists of three operating segments: (i) pipelines and transportation; (ii) wholesale marketing and terminalling and (iii) investments in pipeline joint ventures. Additional segment and financial information is contained in our segment results included in Item 6, Selected Financial Data; Item 7, Management's Discussion and Analysis of Financial Condition and Results of Operations; and Note 15, Segment Data, of our consolidated financial statements included in Item 8, Financial Statements and Supplementary Data, of this Annual Report on Form 10-K.

A summary of our principal assets, as of December 31, 2021, is provided in the table below and in greater detail under the segment that uses such assets. We believe that our assets are adequate for our operations and adequately maintained.

Our Assets /Facilities

Terminals	10 light product distribution terminals
Owned or Leased Pipeline Capacities (in approximate miles):	
Crude oil transportation pipelines	400
Refined product pipelines	450
Crude oil gathering system ⁽¹⁾	approximately 900
Other Logistics Assets/Facilities:	
Gathering system crude oil capacity, intermediate and refined products storage tanks	Approximately 10.2 million barrels of active shell capacity
Crude oil storage tanks located at our refineries	various capacities located on-site at Delek Holdings' Tyler, El Dorado and Big Spring refineries
Trucking Assets	264 tractors and 353 trailers, which are owned or leased, and used to haul primarily crude oil and other products for related and third parties

(1) The mileage excludes the Midlands Connector System we are currently managing on behalf of Delek Holdings subject to the terms of the DPG Management Agreement. Additionally, in connection with the Decommissioning Project (as defined below under "—Pipelines and Transportation Segment"), we decommissioned approximately 350 miles of gathering lines. See "—Pipelines and Transportation Segment" for additional detail. These gathering lines are included in this number.

Title to Properties and Permits

While we own the physical improvements consisting of our pipelines, substantially all of these pipelines are constructed on rights-of-way granted by the apparent record owners of the property, and in some instances these rights-of-way are revocable at the election of the grantor. In many instances, lands over which rights-of-way have been obtained are subject to prior liens that have not been subordinated to the right-of-way grants. We have obtained permits from public authorities to cross over or under, or to lay facilities in or along, watercourses, county roads, municipal streets and state highways, and, in some instances, these permits are revocable at the election of the grantor. We have also obtained permits from railroad companies to cross over or under lands or rights-of-way, many of which are also revocable at the grantor's election. In some states and under some circumstances, we have the right of eminent domain to acquire rights-of-way and lands necessary for our common carrier pipelines.

We believe that we are the owner of valid easement rights and rights-of-way or fee ownership or leasehold interests to the lands on which our assets are located. Under the Omnibus Agreement, Delek Holdings has agreed to indemnify us for certain title defects and for failures to obtain certain consents and permits necessary to conduct our business, in each case, that are identified prior to the relevant date in the Omnibus Agreement, subject to an annual deductible. Although title to these properties is subject to encumbrances in some cases, such as customary interests generally retained in connection with acquisition of real property, liens that can be imposed in some jurisdictions for government-initiated action to clean up environmental contamination, liens for current taxes and other burdens, and easements, restrictions, and other encumbrances to which the underlying properties were subject at the time of acquisition by our predecessor or us, we believe that none of these burdens should materially detract from the value of these properties or from our interest in these properties or should materially interfere with their use in the operation of our business.

Liens and Encumbrances

The majority of the assets described in this Annual Report on Form 10-K are pledged under and encumbered by our credit agreement. See Note 11 of the consolidated financial statements included in Item 8, Financial Statements and Supplementary Data, of this Annual Report on Form 10-K for further information.

Corporate Headquarters

Delek Holdings leases its corporate headquarters at 7102 Commerce Way, Brentwood, Tennessee 37027. The lease is for 54,000 square feet and expires in May 2023. We pay Delek Holdings a proportionate share of the costs to operate the building pursuant to the Omnibus Agreement. Please read Items 1 and 2. "Business and Properties—Commercial Agreements—Other Agreements with Delek Holdings."

Pipelines and Transportation Segment

Our pipelines and transportation segment includes pipelines, trucks and ancillary assets, that provide crude oil gathering and crude oil, intermediate and refined products transportation and storage services primarily in support of the Tyler, El Dorado and Big Spring Refineries. Additionally, this segment provides crude oil gathering and crude oil, intermediate and refined products transportation and storage services to Delek Holdings and third parties. In providing these services, we typically do not take ownership of the products or crude oil that we transport or store; and, therefore, the results of our pipelines and transportation segment are not directly exposed to changes in commodity prices.

The rates and terms and conditions of service on certain of our pipelines are subject to regulation by the FERC under the Interstate Commerce Act (the "ICA") and by state regulatory commissions in the states in which we transport crude oil, intermediate and refined products, including the Texas Railroad Commission, the Louisiana Public Service Commission and the Arkansas Public Service Commission. Certain of our pipeline systems are subject to such regulation and have filed tariffs with the appropriate authorities. We also comply with all applicable reporting requirements for these pipelines. Some of our pipelines have received waivers from application of the FERC's tariff requirements, but comply with other applicable regulatory requirements. See "Governmental Regulation and Environmental Matters—Rate Regulation of Petroleum Pipelines" of this Annual Report on Form 10-K, for more information on the FERC imposed tariffs.

The following table summarizes information with respect to our pipelines:

Pipeline	Diameter (inches)	Length (miles)	Throughput Capacity (bpd)	Commodity	Associated Refinery	Origin/Termination Point	Third-Party System Connections
El Dorado Assets ⁽¹⁾							
Magnolia Pipeline ⁽²⁾	12, 16	77	68,500	crude oil	El Dorado	Shreveport, LA to Magnolia, AR	ETP/ExxonMobil's LOLA System
Magnolia Station ⁽³⁾	N/A	N/A	N/A	crude oil	El Dorado	N/A	N/A
El Dorado Pipeline ⁽⁴⁾	12	31	22,000	crude oil	El Dorado	Magnolia Station to Delek Holdings' Sandhill Station	N/A
<i>Refined Products Pipeline System ⁽⁵⁾</i>							
12- inch diesel pipeline	12	8	N/A	diesel	El Dorado	El Dorado Refinery to the Enterprise TE Products Pipeline El Dorado Station	TE Products Pipeline
10-inch gasoline pipeline	10	8	N/A	gasoline	El Dorado	El Dorado Refinery to the Enterprise TE Products Pipeline El Dorado Station	TE Products Pipeline
Paline Pipeline System ⁽⁶⁾							
Longview to Nederland Pipeline ⁽⁷⁾	10	195	42,000	crude oil	N/A	Longview, TX to the Phillips 66-operated Beaumont terminal in Nederland, TX	N/A
East Texas Crude Logistics System							
Nettleton Pipeline	8, 10	36	25,000	crude oil	Tyler	Tank Farms in Longview, TX to (a) Bullard Junction at the Tyler Refinery, and (b) our other tank farms in Longview, TX	N/A
McMurrey Pipeline System	6, 8, 12	59	24,000	crude oil	N/A	Tank Farms in Longview, TX, runs roughly parallel to the Nettleton Pipeline	N/A
Tyler Assets ⁽⁸⁾							
<i>Tyler-Big Sandy Product Pipeline ⁽⁹⁾</i>							
Hopewell Pipeline	8	13	30,000	crude oil	Tyler	Tyler Refinery to Hopewell Station	N/A
Big Sandy Pipeline	8	19	30,000	crude oil	Tyler	Hopewell Station to Big Sandy Station	N/A
Big Spring Logistics Assets ⁽¹⁰⁾							
Refined Product Pipeline	6	40	20,000 ⁽¹¹⁾	refined product	Big Spring	Big Spring, TX to Midland, TX	N/A
Primary crude oil pipeline	Various	20	250,000	crude oil	Big Spring	N/A	N/A

(1) The pipelines in the El Dorado Assets have injection points where crude oil gathered from the El Dorado Gathering System can be injected and then transported to the El Dorado Refinery. The El Dorado Assets also have crude oil storage tanks and facilities ancillary to the operation of the pipeline system. Tankage assets include approximately 150 storage tanks and certain ancillary assets (such as pumps and piping) located at and adjacent to the El Dorado Refinery with an aggregate shell capacity of approximately 2.5 million barrels (the "El Dorado Tank Assets"). The El Dorado Assets are

capable of transporting crude oil offloaded from rail cars at or near the El Dorado Refinery, including two crude oil rail offloading racks, which are designed to receive up to 25,000 bpd of light crude oil or 12,000 bpd of heavy crude oil, or any combination of the two and are located on property leased from third parties and Delek Holdings.

- (2) Third-party pipelines connect to the Magnolia Pipeline near Shreveport, Louisiana, which allows for the receipt of crude oil transported from Longview, Texas.
- (3) The Magnolia Station has a storage facility with approximately 230,000 barrels of active shell capacity. It is also where Magnolia and El Dorado Assets and El Dorado Gathering System have origination and destination points, as the case may be.
- (4) Upon reaching Sandhill Station, the crude oil from the El Dorado Pipeline is transported, via multiple short crude oil pipelines owned by us, to Tank 192, a 150,000 barrel capacity storage tank ("Tank 192") or to Tank 120, an 80,000 barrel capacity storage tank ("Tank 120"), which receives heavier asphaltic crudes. At present, substantially all crude oil that enters the El Dorado Refinery, including the crude oil gathered on the El Dorado Gathering System, is routed through Sandhill Station. We own Tank 192 and Tank 120 and lease the underlying ground from Lion Oil under a long-term ground lease.
- (5) Pursuant to a capacity lease with Enterprise, we also lease capacity of approximately 14,000 bpd on the approximately 240-mile Enterprise Products Pipeline from Enterprise's El Dorado Station to our refined products terminal in Memphis, Tennessee.
- (6) Our Paline Pipeline System is operated as a common carrier pipeline. See "Commercial Agreements—Other Agreements with Third Parties—Paline Pipeline System Capacity Reservation" for additional information on the use of our Paline Pipeline System.
- (7) The Longview to Nederland Pipeline includes a three-mile section that runs north from Kilgore, Texas. In addition, a new connection has been installed near Vidor, Texas which connects with a third party pipeline terminating at the Jefferson Energy Terminal in Beaumont, Texas.
- (8) The Partnership owns various pipeline and tankage assets that support the Tyler Refinery. These assets include a crude oil storage tank and certain ancillary assets located adjacent to the Tyler Refinery (the "Tyler Crude Tank"). The Tyler Crude Tank has approximately 350,000 barrels of shell capacity and is located on property leased from third parties and Delek Holdings. In addition, we own 96 storage tanks and certain ancillary assets (such as pumps and piping) located at and adjacent to the Tyler Refinery with an aggregate shell capacity of approximately 2.0 million barrels (the "Tyler Tank Assets").
- (9) This pipeline runs between the Tyler Refinery and the Partnership's terminal at Big Sandy, Texas. The line consists of two segments: Hopewell Pipeline and the Big Sandy Pipeline. Service on the Tyler-Big Sandy Product Pipeline is not provided to third parties, and is classified as private intrastate carrier service.
- (10) Our Big Spring Logistics Assets are located on property leased from third parties and Delek Holdings.
- (11) We lease the capacity on this pipeline to Delek Holdings' Big Spring refinery for an annual fee of \$0.9 million annually.

El Dorado Gathering System and El Dorado Assets

We own a system of common carrier pipelines that primarily gathers and transports crude oil and condensate that is purchased from various crude oil producers in Arkansas, Texas and Louisiana by Delek Holdings or a third party to whom Delek Holdings has assigned certain of its rights (the "El Dorado Gathering System"). The El Dorado Gathering System includes approximately 700 miles of two to eight inch crude oil gathering and transportation lines located primarily within a 60-mile radius of the El Dorado Refinery in southern Arkansas and northern Louisiana. In addition, the gathering system transports small volumes of crude oil that are received from other sources and condensate that is purchased from a third party in east Texas. All such crude oil and other products are ultimately transported to the El Dorado Refinery for processing. In addition, a pipeline within the El Dorado Gathering System transports minimal crude oil for third party shippers pursuant to a common carrier tariff.

The El Dorado Gathering System includes 59 crude oil storage tanks and breakout tanks with a total combined active shell capacity of approximately 0.6 million barrels (including Tank 120, Tank 192), 17 truck receipt locations, approximately 500 pipeline gathering and receiving stations and 17 relay stations to deliver crude oil to the Magnolia Station, the El Dorado Pipeline System or directly to the El Dorado Refinery. We also have approximately 0.6 million barrels of combined shell capacity that is currently not in service.

We decommissioned certain sections of the El Dorado Gathering System from late 2018 to August 2019 in an effort to improve the safety and integrity of the system (the "Decommissioning Project"). The decommissioned mileage was approximately 350 miles. The pipelines that were decommissioned remained physically in place, and the decommissioning did not have material effect on our financial results.

The table below includes certain operating statistics for our El Dorado Assets and El Dorado Gathering System:

Throughputs (average bpd)			
	Year Ended December 31,		
	2021	2020	2019
El Dorado Assets:			
Crude pipelines (Non-gathered) ⁽¹⁾	65,335	74,179	49,485
Refined Products Pipelines to Enterprise System	48,757	53,702	37,716
El Dorado Gathering System	14,460	13,466	15,325

(1) Excludes crude oil gathered on the El Dorado Gathering System and injected into our El Dorado Assets.

The table below sets forth historical average daily throughput for the East Texas Crude Logistics System.

Throughputs (average bpd)			
	Year Ended December 31,		
	2021	2020	2019
East Texas Crude Logistics System	22,647	15,960	19,927

We have a pipelines and tankage agreement with Delek Holdings to provide throughput on the East Texas Crude Logistics System. Delek Holdings has a 10-year agreement, with an initial term expiring in 2023, with third parties to transport a substantial majority of the Tyler Refinery's crude oil requirements on this pipeline system. As a result of the third parties' ability to transport crude oil on the pipeline system directly to the Tyler Refinery, the crude oil supplied through the Nettleton and McMurrey Pipelines is generally below the minimum aggregate throughput requirements of our pipelines and tankage agreement with Delek Holdings. However, under its commercial agreement with us, Delek Holdings is required to pay us throughput fees in an amount equal to the fees it would pay were we to throughput 35,000 bpd, based on the per barrel fees in our agreement. The current term of this agreement expires in March 2024.

Our East Texas Crude Logistics System also includes five owned or leased crude oil storage terminals, at which we store crude oil owned by Delek Holdings for the Tyler Refinery. The following table summarizes information with respect to these terminals:

Terminal	Number of Tanks	Active Shell Capacity (barrels)	Shell capacity not in service (barrels)
LaGloria Station	2	450,000	N/A
Nettleton Station ⁽¹⁾	5	220,000	55,000
Bradford Station ⁽¹⁾	2	N/A	65,000
Arp Station	2	55,000	55,000
Big Sandy Station	6	176,000	N/A

(1) The Nettleton Station and the Bradford Station are located on properties that are owned by third parties in which we have leasehold interests.

Permian Gathering Assets

We own a system of common carrier pipelines that primarily gathers and transports crude oil. The Permian Gathering System (formerly referred to as Big Spring Gathering System) (the "Permian Gathering System") includes approximately 200 miles of crude oil gathering and transportation lines with approximately 350,000 bpd capacity located primarily near the Big Spring Refinery in Texas, which provide access to hydrocarbons directly from wellheads located in the Permian Basin.

The table below includes certain operating statistics for our Permian Gathering Assets:

Throughputs (average bpd)			
	Year Ended December 31,		
	2021	2020	2019
Permian Gathering System ⁽¹⁾	80,285	82,817	—
Plains Connection System ⁽¹⁾	124,025	104,770	—

(1) Throughputs for the year ended December 31, 2020 for the Permian Gathering System and the Plains Connection System are for approximately 275 days we owned the assets following the Permian Gathering Assets Acquisition effective March 31, 2020.

Other Pipeline and Transportation Assets

The Partnership also owns additional assets or leases capacity on additional assets that are used to support Delek Holdings' refineries or that are used in our operations but may not be adjacent to or directly on the properties owned by such refineries. These include various pipelines and tankage assets and trucking assets listed below:

- five tanks with an aggregate active shell capacity of approximately 180,000 barrels at a terminal in North Little Rock, Arkansas;
- 264 tractors and 353 trailers, which are owned or leased, and used to haul primarily crude oil and other products for related and third parties; and
- an 76-mile pipeline, connecting the Greenville Storage Facility and the Mount Pleasant Terminal, which storage facility has four tanks with an aggregate active shell capacity of approximately 330,000 barrels and is connected to the Explorer Pipeline System.

Wholesale Marketing and Terminalling Segment

Our wholesale marketing and terminalling segment provides wholesale marketing and terminalling services to Delek Holdings' refining operations and to independent third parties from whom we receive fees for marketing, transporting, storing and terminalling refined products and to whom we wholesale market refined products. In providing certain of these services, we take ownership of the products and are therefore exposed to market risks related to the volatility of commodity and refined product prices in our West Texas operations, which depend on many factors, including demand and supply of refined products in the West Texas market, the timing of refined product deliveries and downtime at refineries in the surrounding area. Effective March 1, 2018, this segment also includes the wholesale marketing and terminalling assets acquired in the Big Spring Logistics Assets Acquisition. See Item 6, Selected Financial Data, of this Annual Report on Form 10-K for additional information. As of December 31, 2021, we generated revenue in our wholesale marketing and terminalling segment by (i) providing marketing services for the refined products output of the Tyler Refinery and the Big Spring Refinery, (ii) engaging in wholesale activity at our Abilene and San Angelo, Texas terminals, as well as at terminals owned by third parties, whereby we purchase light products for sale and exchange to third parties, and (iii) providing terminalling services to independent third parties and Delek Holdings. See "Commercial Agreements—Other Agreements with Third Parties—West Texas." Also see Note 4 to the consolidated financial statements in Item 8, Financial Statements and Supplementary Data, of this Annual Report on Form 10-K, for a discussion of our material commercial agreements with Delek Holdings. The tables below show the operating results for the wholesale marketing and terminalling segment. For the years ended December 31, 2021, 2020 and 2019, we present the results for the period during which we owned the relevant assets, as delineated in any notes accompanying the tables.

Wholesale Marketing

East Texas

Pursuant to a marketing agreement with Delek Holdings, we market 100% of the refined products output of the Tyler Refinery, other than jet fuel and petroleum coke. See Note 4 to the consolidated financial statements in Item 8, Financial Statements and Supplementary Data, of this Annual Report on Form 10-K for additional information. The table below sets forth the historical sales volumes under this marketing agreement.

	Year Ended December 31,		
	2021	2020	2019
Sales volumes (average bpd):	68,497	71,182	74,206

West Texas

In our West Texas marketing operations, we generate revenue by purchasing refined products from independent third-party suppliers and from Delek Holdings for sale and exchange to third parties at our Abilene and San Angelo, Texas terminals and at third-party terminals located elsewhere in Texas.

We own approximately 100 miles of product pipelines in West Texas that connect our Abilene and San Angelo, Texas terminals to the Magellan Orion Pipeline. We purchase products from Delek Holdings and third parties at our Abilene and San Angelo terminals. To facilitate these purchases, we constructed a pipeline into our Abilene Terminal to receive product from the pipeline owned by Holly Energy Partners, L.P. (NYSE: HEP) through which Delek Holdings shipped product that was produced at the Big Spring Refinery. We completed constructing a connection to a Magellan Midstream Partners, L.P. ("Magellan") pipeline that allows Magellan to supply our Abilene and San Angelo terminals with product transported from the Gulf Coast. We also have active connections to the Magellan Orion Pipeline that enable us to ship product to our terminals and to acquire product from other shippers. The table below provides the number of tanks, their storage capacities, number of truck loading lanes and maximum daily available truck loading capacity for the year ended December 31, 2021 at the Abilene and San Angelo terminals associated with our marketing activities. See "Commercial Agreements—Other Agreements with Third Parties—West Texas."

Terminal Location	Number of Tanks	Active Aggregate Shell Capacity (bbls)	Number of Truck Loading Lanes	Maximum Daily Available Truck Loading Capacity (bpd)
Abilene, TX ⁽¹⁾	9	363,000	2	15,000
San Angelo, TX	5	93,000	2	15,000
Total	14	456,000	4	30,000

(1) Excludes approximately 47,000 barrels of shell capacity that is out of service.

The table below details the average aggregate daily number of barrels of refined products, and the margins associated with such products, that we sold in our West Texas wholesale operations for the periods indicated.

	Year Ended December 31,		
	2021	2020	2019
Throughput (average bpd)	10,026	11,264	11,075
Gross margin (in thousands)	\$ 13,631	\$ 9,775	\$ 17,964
Gross margin per barrel	\$ 3.72	\$ 2.37	\$ 4.44

Terminalling

We provide terminalling services for products to third parties and Delek Holdings through light products terminals we own in Nashville, Tennessee and to Delek Holdings, or certain third parties to whom Delek Holdings has assigned its rights, through our light products terminals in Memphis, Tennessee; Tyler, Texas; Big Sandy, Texas; Mount Pleasant, Texas; Duncan, Oklahoma; El Dorado, Arkansas; and North Little Rock, Arkansas. See Note 4 to the consolidated financial statements in Item 8, Financial Statements and Supplementary Data, of this Annual Report on Form 10-K for additional information pertaining to our material agreements. See "Commercial Agreements—Delek Holdings' Crude Oil and Refined Products Supply and Offtake Arrangement" for a description of a third party's involvement in certain agreements.

The table below provides the locations of our refined product terminals associated with our terminalling activities and their storage capacities, number of truck loading lanes and maximum daily available truck loading capacity for the year ended December 31, 2021.

Terminal Location	Number of Tanks	Active Aggregate Shell Capacity (bbls)	Number of Truck Loading Lanes	Maximum Daily Available Truck Loading Capacity (bpd)
Duncan, OK ⁽¹⁾	6	180,000	—	—
Mount Pleasant, TX ⁽²⁾	8	200,000	3	10,000
Nashville, TN ⁽³⁾	10	137,000	2	15,000
Memphis, TN	10	126,000	3	20,000
North Little Rock, AR ⁽⁴⁾			2	17,100
Big Sandy, TX ⁽⁴⁾			3	25,000
El Dorado, AR ⁽⁴⁾			3	35,000
Tyler, TX ⁽⁴⁾			11	91,000
Total	34	643,000	27	213,100

(1) The Duncan Terminal does not have a truck rack. It is a light products distribution terminal that includes storage, loading and unloading facilities and ancillary assets. Excludes approximately 90,000 barrels of shell capacity that is currently not in use.

(2) Excludes approximately 40,000 barrels of shell capacity that is currently not in service.

(3) Excludes approximately 2,300 barrels of shell capacity that is currently not in service.

(4) See "Pipelines and Transportation Segment—Tyler Assets," "Pipelines and Transportation Segment—El Dorado Gathering System and El Dorado Assets," and "Pipelines and Transportation Segment—Other Pipeline and Transportation Assets" above for a discussion of the storage tanks associated with these terminals. The North Little Rock Terminal, the El Dorado Terminal and tank farm and the Tyler Terminal and tank farm are located on property leased from third parties and Delek Holdings.

The table below sets forth historical average daily throughput for each of our terminals.

	Year Ended December 31,		
	2021	2020	2019
Throughput (average bpd):			
Tyler, TX	69,284	72,484	75,415
Duncan, OK	30,163	34,214	41,731
El Dorado, AR	12,553	10,334	10,749
Memphis, TN	7,000	9,912	9,671
North Little Rock, AR	6,971	9,033	8,497
Nashville, TN	6,247	5,524	7,207
Mount Pleasant, TX	4,520	4,048	5,402
Big Sandy, TX	1,563	1,702	1,403
Total	138,301	147,251	160,075

Investments in Pipeline Joint Ventures Segment

The Partnership owns a portion of three joint ventures (accounted for as equity method investments) that have constructed separate crude oil pipeline systems and related ancillary assets, which serve third parties and subsidiaries of Delek Holdings. These investments include the following:

JV Name	Ownership Interest	Description
Andeavor Logistics RIO Pipeline LLC ("Andeavor Logistics")	33%	Joint venture that operates a 109-mile crude oil pipeline with a capacity of 145,000 bpd, that originates in north Loving County, Texas near the Texas-New Mexico border and terminates in Midland, Texas (the "RIO Pipeline")
Caddo Pipeline LLC ("CP LLC")	50%	Joint venture that operates an 80-mile crude oil pipeline with a capacity of 80,000 bpd that originates in Longview, Texas, with destinations in the Shreveport, Louisiana area (the "Caddo Pipeline")
Red River Pipeline Company LLC ("Red River")	33%	Joint venture that operates a 16-inch crude oil pipeline between Oklahoma and Texas with prior capacity of 150,000 bpd and increased capacity of 235,000 bpd after completion of the expansion project in October 2020 (the "Red River Pipeline")

The RIO Pipeline which was completed in September 2019 is strategically located to benefit from increased drilling activity in the Delaware Basin area. This pipeline which offers connection to the Midland takeaway pipelines.

The Caddo Pipeline, completed in January 2017, strategically provides essential additional logistics support to nearby refineries with a third crude supply source.

We acquired a 33% ownership stake in Red River in May 2019. The expansion project to increase the crude oil pipeline capacity from 150,000 bpd to 235,000 bpd was completed in October 2020. Delek Holdings is a major shipper on the Red River Pipeline. Following the completion of the expansion project, Delek Holdings increased its crude oil options, increasing the flow of Cushion crude oil into Longview, TX. Strategically, at Longview TX we have access to the Delek Holdings refining system providing ability to reduce dependence on Midland crude oil at Tyler, El Dorado and Krotz Springs, Gulf Coast markets through Paline and other third party pipelines and increases potential WTI Brent exposure with limited cost to the company.

Commercial Agreements

Commercial Agreements with Delek Holdings

The Partnership has a number of long-term, fee-based commercial agreements with Delek Holdings under which we provide various services to Delek Holdings, including crude oil gathering; crude oil, intermediate and refined products transportation and storage services; and marketing, terminalling and offloading services. Most of these agreements have an initial term ranging from five to ten years, which may be extended for various renewal terms at the option of Delek Holdings. The initial term of certain of these agreements expired in November 2017. Delek Holdings opted to renew these agreements for subsequent five-year terms expiring in November 2022, and we further extended the term of certain of these agreements through March 2024 in connection with the amended and restated DKL Credit Facility in 2018. In the case of our marketing agreement with Delek Holdings with respect to the Tyler Refinery, the initial term has been extended through 2026. These agreements typically include minimum quarterly volume, revenue or throughput commitments. Fees under each agreement are payable to us monthly by Delek Holdings or certain third parties to whom Delek Holdings has assigned certain of its rights. For a discussion of a third party's involvement in certain agreements, see "Delek Holdings' Crude Oil and Refined Products Supply and Offtake Arrangement." In most circumstances, if Delek Holdings or the applicable third party assignee fails to meet or exceed the minimum volume, throughput or other commitment during any calendar quarter, Delek Holdings, and not any third party assignee, will be required to make a quarterly shortfall payment to us equal to the volume or amount of the shortfall multiplied or increased by the applicable fee, subject to certain exceptions as specified in the applicable agreement. Carry-over of any volumes or revenue in excess of such commitment to any subsequent quarter is not permitted.

The tariffs and throughput and storage fees under our agreements with Delek Holdings are subject to increase or decrease on July 1 of each year, by the amount of any change in various inflation-based indices, including the FERC oil pipeline index or various iterations of the consumer price index and the producer price index; provided, however, that in no event will the fees be adjusted below the amount initially set forth in the applicable agreement.

See Note 4 to the consolidated financial statements in Item 8, Financial Statements and Supplementary Data, of this Annual Report on Form 10-K, for a complete discussion of our material commercial agreements with Delek Holdings.

Other Agreements with Delek Holdings

In addition to the commercial agreements described above, the Partnership has entered into an omnibus agreement with Delek Holdings, our general partner, Delek Logistics Operating LLC ("OpCo") and certain of the Partnership's and Delek Holdings' other subsidiaries (as amended from time to time, the "Omnibus Agreement"). The Omnibus Agreement governs the provision of certain operational services and reimbursement obligations, among other matters, between the Partnership and Delek Holdings.

The Partnership manages long-term capital projects on behalf of Delek Holdings pursuant to a construction management and operating agreement (the "DPG Management Agreement") for the construction of gathering systems in the Permian Basin. The majority of the gathering systems have been constructed, however, additional costs pertaining to a pipeline connection that was not acquired by the Partnership continue to be incurred and are still subject to the terms of the DPG Management Agreement. The Partnership is also considered the operator for the project and is responsible for oversight of the project design, procurement and construction of project segments and provides other related services. Pursuant to the terms of the DPG Management Agreement, the Partnership receives a monthly operating services fee and a construction services fee, which includes the Partnership's direct costs of managing the project plus an additional percentage fee of the construction costs of each project segment. The agreement extends through December 2022.

Other Agreements with Third Parties

Paline Pipeline System Capacity Reservation

During the year ended December 31, 2018, we had separate agreements with an unrelated third party and a related party, Delek Refining, Ltd., for such parties to utilize certain capacity on the Paline Pipeline System. The Partnership elected not to offer to extend these agreements and these agreements terminated on February 28, 2019. As a result, since March 1, 2019, the capacity previously used by these parties has been available for any party to ship on the capacity of the pipeline subject to a tariff on file with the FERC for service provided on the Paline Pipeline System.

West Texas

In our West Texas marketing operations, we generate revenue by purchasing refined products from independent third-party suppliers and Delek Holdings for sale and exchange to third parties at our Abilene and San Angelo, Texas terminals and at third-party terminals located elsewhere in Texas. Substantially all of our product sales in West Texas are on a wholesale basis. Product purchased from Delek Holdings is produced by the Big Spring Refinery. Products purchased from Delek Holdings are generally based on daily market prices at the time of sale limiting exposure to fluctuating prices. Products purchased from third parties are generally based on daily market prices at the time of purchase requiring price hedging risk management activities between the time of purchase and sale. Existing price risk hedging programs have been adjusted to correspond to the volume of product purchased from third parties.

Delek Holdings' Crude Oil and Refined Products Supply and Offtake Arrangement

Pursuant to financing arrangements between Delek Holdings and its subsidiaries, Lion Oil Company, LLC, Lion Oil Trading & Transportation, LLC and Alon USA LP (all hereinafter referred to together as "Delek Holdings"), to which we are not a party, and J. Aron & Company ("J. Aron"), Delek Holdings assigned to J. Aron certain of its rights under our specific terminalling agreements, pipelines, storage and throughput facilities agreements, and asphalt services agreements. Accordingly, even though this is effectively a financing arrangement for Delek Holdings whereby J. Aron holds crude oil and product for Delek Holdings, J. Aron is technically our primary customer under each of these agreements.

See Note 4 to the consolidated financial statements in Item 8, Financial Statements and Supplementary Data, of this Annual Report on Form 10-K, for a complete discussion of the Delek Holdings' Crude Oil and Refined Products Supply and Offtake Agreement.

Major Customers

We are dependent upon Delek Holdings as our primary customer (which includes J. Aron as described in the prior section), and the loss of Delek Holdings as a customer would have a material adverse effect on both of our operating segments. We derive a substantial majority of our contribution margin (defined as net revenues less cost of materials and other and operating expenses, excluding depreciation and amortization) from fee-based commercial agreements with Delek Holdings or as a direct result of its operations.

Delek Holdings, directly or indirectly, accounted for 86%, 89% and 87% of our contribution margin under our commercial agreements with Delek Holdings for the years ended December 31, 2021, 2020 and 2019, respectively. For more information pertaining to these agreements, see "Commercial Agreements." Our other customers include major oil companies, independent refiners and marketers, jobbers, distributors, utility and transportation companies and independent retail fuel operators.

Delek Holdings, directly or indirectly, accounted for 59.8%, 67.4% and 44.8% of our total revenues for the years ended December 31, 2021, 2020 and 2019, respectively. Sunoco, LLC accounted for 5.2%, 5.6% and 14.5% of our total revenues for the years ended December 31, 2021, 2020 and 2019, respectively.

Employees

We have no employees. Rather, all of the employees that conduct our business are employed by our general partner and its non-Partnership affiliates, and we believe that our general partner and its non-Partnership affiliates have a satisfactory relationship with those employees.

Seasonality and Customer Maintenance Programs

The volume and throughput of crude oil and refined products transported through our pipelines and sold through our terminals and to third parties are directly affected by the level of supply and demand for all of such products in the markets served directly or indirectly by our assets.

Supply and demand for such products fluctuates during the calendar year. Demand for gasoline, for example, is generally higher during the summer months than during the winter months due to seasonal increases in motor vehicle traffic. While demand for asphalt products, which are a substantial portion of the El Dorado Refinery's product mix, is also lower in the winter months. In addition, our refining customers, such as Delek Holdings, occasionally reduce or suspend operations to perform planned maintenance, which is more typically scheduled during the winter, when demand for their products is lower. Accordingly, these factors affect the need for crude oil or refined products by our customers and therefore limit our volumes or throughput during these periods, and our operating results will generally be lower during the first and fourth quarters of the year. We believe, however, that many of the potential effects of seasonality on our revenues and contribution margin will be substantially mitigated due to our commercial agreements with Delek Holdings which include minimum volume and throughput commitments.

Working Capital

We primarily fund our business operations from operating cash flows, borrowings under our revolving credit facility and any potential future issuances of equity and debt securities. Our working capital needs are limited, as we typically do not take ownership of the products or crude oil that we transport or store. For additional information, see Item 7, Management's Discussion and Analysis of Financial Condition and Results of Operations, of this Annual Report on Form 10-K.

Competition

Pipelines and Transportation

Our business in this segment primarily consists of gathering, transporting and storing crude oil, intermediate and refined products for Delek Holdings and third parties, especially other refiners. We face competition for the transportation and storage of crude oil from other pipeline owners whose pipelines or storage facilities **(i)** may have a location advantage over our pipelines or storage facilities, **(ii)** may be able to transport or store more desirable crude oil or refined products to Delek Holdings or to third parties, **(iii)** may be able to transport or store crude oil or refined product at a lower rate, or **(iv)** may be able to store more crude oil or refined product. Any or all such factors could cause Delek Holdings, or our third-party customers, to reduce throughput to a level that is below the minimum throughput commitments established in any contracts we may have with them or determine not to renew such contracts when the term expires.

As certain of our logistic assets are on site at certain of Delek Holdings refineries and as a result of our contractual relationships with Delek Holdings related to its refineries, we do not believe that we face significant competition for the transportation and storage of crude oil or refined products to or from the refineries, particularly during the terms of the commercial agreements applicable to our pipeline and transportation assets. See Note 4 to the consolidated financial statements in Item 8, Financial Statements and Supplementary Data, of this Annual Report on Form 10-K, for a discussion of our material commercial agreements with Delek Holdings.

Wholesale Marketing and Terminalling

The wholesale marketing and terminalling business is generally very competitive. Our owned refined product terminals, as well as the other third-party terminals we use to sell refined product, compete with other independent terminal operators as well as integrated oil companies on the basis of terminal location, price, versatility and services provided. The costs associated with transporting products from a loading terminal to end users usually limit the geographic size of the market that can be served economically by any terminal. Two key markets in West Texas that we serve from our owned facilities are Abilene and San Angelo, Texas. However, there are no competitive fuel loading terminals in close proximity to our Abilene terminal or within approximately 90 miles of our San Angelo terminal. Our Nashville terminal competes with a significant number of other terminals located in the greater Nashville area. As a result of our exclusive terminalling agreements, we do not believe we will face significant competition from third parties with respect to terminalling services provided to Delek Holdings at our Memphis and North Little Rock terminals during the terms of these agreements.

Pursuant to separate exclusive marketing agreements with Delek Holdings, we market 100% of the refined products output of the Tyler Refinery (other than jet fuel and petroleum coke) and certain refined products located at or sold from the Big Spring Refinery to various customers in return for a marketing fee. The current terms of the agreements for services provided with respect to products produced at the Tyler Refinery and the Big Spring Refinery expire in 2026 and 2028, respectively. As a result, we do not believe that we will face significant competition for these services from third parties. In addition, as a result of our physical integration with the Tyler Refinery and the Big Spring Refinery, and our contractual relationships with Delek Holdings related to both refineries, we do not believe that we will face significant competition for the storage or throughput of intermediate or refined products at the refineries, particularly during the term of our agreements with Delek Holdings. Delek Holdings' Tyler Refinery and Big Spring Refinery are the only full-range product supplier within 100 miles; therefore, we believe their location gives the refineries a natural advantage over more distant competitors.

See Note 4 to the consolidated financial statements in Item 8, Financial Statements and Supplementary Data, of this Annual Report on Form 10-K, for additional information. However, should Delek Holdings' wholesale customers reduce their purchases of refined products due to the increased availability of more competitively priced products from other suppliers or for other reasons, the volumes we sell under the aforementioned agreements could decrease below the minimum volume commitment under the contract.

Investments in Pipeline Joint Ventures

Our Joint Venture entities may compete with other pipeline owners including those affiliated with major integrated petroleum companies in terms of transportation fees, reliability and quality of customer service. Competition in any geographic area is affected significantly by the volume of crude oil gathered and transported, volume of products produced by refineries and the availability of products and cost of transportation to that area from other locations. Due to the strategic location of these pipelines, Delek Holdings is one of the major shippers and customer on certain of the Joint Venture pipelines. During the term of these agreements, the Joint Venture entities do not face any significant competition from third parties. To maintain a competitive advantage during agreement negotiations, the Joint Venture pipelines have to offer competitive transportation fees to Delek Holdings or other related party shippers.

Governmental Regulation and Environmental Matters

Rate Regulation of Petroleum Pipelines

The rates, terms and conditions of service on certain of our pipelines are subject to regulation by the FERC under the ICA and by state regulatory commissions in the states in which we transport crude oil, intermediate and refined products, including the Texas Railroad Commission, the Louisiana Public Service Commission and the Arkansas Public Service Commission. The FERC regulates interstate transportation under the ICA, the Energy Policy Act of 1992 and the rules and regulations promulgated under those laws. The ICA and its implementing regulations require that tariff rates for interstate service on oil pipelines, including pipelines that transport crude oil, intermediate and refined products in interstate commerce (collectively referred to as "petroleum pipelines"), be just and reasonable and non-discriminatory and that such rates and terms and conditions of service be filed with the FERC. Under the ICA, shippers may challenge new or existing rates or services. The FERC is authorized to suspend the effectiveness of a challenged rate for up to seven months, though rates are typically not suspended for the maximum allowable period. Tariff rates are typically contractually subject to increase or decrease on July 1 of each year, by the amount of any change in various inflation-based indices, including the FERC oil pipeline index, the consumer price index and the producer price index; provided, however, that in no event will the fees be adjusted below the amount initially set forth in the applicable agreement. See Item 1A, "Risk Factors—Risks Relating to Our Business."

While the FERC regulates rates for shipments of crude oil or refined products in interstate commerce, state agencies may regulate rates and service for shipments in intrastate commerce. We own pipeline assets in Texas, Arkansas, and Louisiana; accordingly, such assets may be subject to additional regulation by the applicable governmental authorities in those states. Without limitation, certain of our pipeline assets in Texas, including the Greenville-Mount Pleasant Pipeline, are operated under the regulation of the Texas Railroad Commission and subject to filed tariffs and other regulatory requirements of that agency. In Texas, a pipeline, with some exceptions, is required to operate as a common carrier by publishing tariffs and providing transportation on a non-discriminatory basis. Arkansas provides that all intrastate oil pipelines are common carriers. In Louisiana, all pipelines conveying petroleum from a point of origin within the state to a destination within the state are declared common carriers. The Louisiana Public Service Commission is empowered with the authority to establish reasonable rates and regulations for the transport of petroleum by a common carrier, mandating public tariffs and providing transportation on a non-discriminatory basis.

Whether a pipeline provides service in interstate commerce or intrastate commerce is highly fact-dependent and determined on a case-by-case basis. We cannot provide assurance that the FERC will not at some point assert that some or all of the transportation service we provide, and for which we do not have a tariff on file at the FERC, is within its jurisdiction. If the FERC were successful with any such assertion, we may be required to pay refunds to customers and the FERC's ratemaking methodologies may subject us to potentially burdensome and expensive operational, reporting and other requirements. Service on the East Texas Crude Logistics System is currently subject to a temporary waiver issued by the FERC. The temporary waiver for the East Texas Crude Logistics System (the "East Texas Waiver Order") was issued by the FERC on October 23, 2012, and waives the otherwise applicable tariff filing and reporting requirements for common carrier interstate service providers. The continuing effectiveness of the East Texas Waiver Order depends upon the continuation in effect of the following conditions: (1) our affiliates continuing to own 100% of the throughput; (2) there being no demonstrated third party interest in shipping on the system; (3) our not anticipating any such interest materializing; and (4) there remaining no demonstrated opposition to the continuing effectiveness of the East Texas Waiver Order.

If the conditions to the continued effectiveness of that East Texas Waiver Order are no longer satisfied at any point, service on that system may become subject to the FERC tariff filing requirements and other the FERC regulatory requirements for the provision of interstate transportation service.

Department of Transportation

The Pipeline and Hazardous Materials Safety Administration ("PHMSA") of the United States Department of Transportation ("DOT") regulates the design, construction, testing, operation, maintenance, safety and reporting and emergency response of crude oil, petroleum products and other hazardous liquids pipelines and other facilities, including certain tank facilities used in the transportation of such liquids. These requirements are complex, subject to change and, in certain cases, costly with which to comply. We believe our operations are in compliance with these regulations, but cannot assure you that substantial expenditures on our part will not be required to maintain such compliance.

Moreover, certain of these requirements are difficult to insure adequately, and we cannot assure you that we will have adequate insurance to address costs and damages from any noncompliance.

The United States Pipeline Safety, Regulatory Certainty and Job Creation Act of 2011 (the "Pipeline Safety Act") gives the PHMSA the power to assess penalties of up to \$222,504 per violation per day of violation, and up to \$2,222,034 for a series of related violations. These amounts are subject to inflation adjustments as well. A number of the provisions of the Pipeline Safety Act have the potential to cause owners and operators of pipeline facilities to incur significant capital expenditures and/or operating costs. We work closely with our industry associations to participate with and monitor PHMSA's efforts.

In January 2017, PHMSA finalized a new regulation that imposes additional responsibilities concerning (i) the operation, maintenance, and inspection of hazardous liquid pipelines; (ii) the reporting of pipeline incidents; (iii) reference standards for in-line pipeline inspection and the direct assessment of stress corrosion cracking; and (iv) other requirements. Additional potential new pipeline regulations have been proposed by PHMSA and we are monitoring these developments to the extent applicable to our operations.

The DOT has additionally issued guidelines with respect to securing regulated facilities against terrorist attack. We have instituted security measures and procedures in accordance with such guidelines to enhance the protection of certain of our facilities. We cannot provide any assurance that these security measures would fully protect our facilities from a potential attack.

The Federal Motor Carrier Safety Administration of the DOT regulates safety standards and monitors drivers and equipment of commercial motor carrier fleets. Such standards include vehicle and maintenance inspection requirements, limitations on the number of hours drivers may operate vehicles and financial responsibility requirements. We believe that the operations of our fleet of crude oil and refined products truck transports are substantially in compliance with these regulations and safety requirements.

Environmental, Health and Safety

We are subject to extensive federal, state and local environmental and safety laws and regulations enforced by various agencies, including, but not limited to, the Environmental Protection Agency (the "EPA"), the United States Department of Transportation, the Occupational Safety and Health Administration, as well as numerous state, regional and local environmental, safety and pipeline agencies. These laws and regulations govern the discharge, release, and spillage of materials into the environment, waste management practices, pollution prevention measures, as well as the safe operation of our pipelines and the safety of our workers and the public. Numerous permits or other authorizations are required under these laws and regulations for the operation of our terminals, pipelines, saltwells, trucks, and related operations, and such permits and authorizations may be subject to revocation, modification and renewal. Any failure to comply with these laws and permits may raise potential exposure to future claims and lawsuits involving environmental and safety matters as a result of soil and water contamination, air pollution, personal injury and property damage allegedly caused by substances which we handled, used, released, disposed of, transported, or that relate to pre-existing conditions for which we have assumed responsibility. We believe that our current operations are in substantial compliance with existing environmental and safety and permitting requirements. However, there have been, and we expect that there will continue to be ongoing discussions about environmental and safety matters between us and federal and state authorities, including notices of violations, citations and other enforcement actions, some of which have resulted or may result in changes to operating procedures and in capital expenditures. While it is often difficult to quantify future environmental or safety related expenditures, we anticipate that continuing capital investments and changes in operating procedures will be required to comply with existing and new requirements, as well as evolving interpretations and enforcement of existing laws and regulations.

Releases of hydrocarbons or hazardous substances into the environment may, to the extent the event is not insured, or is not a reimbursable event under the Omnibus Agreement, subject us to substantial expenses, including costs to respond to, contain and remediate a release, to comply with applicable laws and regulations and to resolve claims by federal, state, or local authorities under applicable laws or permits or third parties for personal injury, property damage or natural resources damages. See "Hazardous Substances and Waste" below for additional information on regulations pertaining to releases into the environment. These impacts may directly and indirectly affect our business. We cannot currently determine the amounts of such future impacts. See Note 17 to the consolidated financial statements in Item 8, Financial Statements and Supplementary Data, of this Annual Report on Form 10-K for a discussion of commitments and contingencies related to crude oil releases.

Indemnification

Under the Omnibus Agreement, Delek Holdings has agreed to indemnify us for certain environmental matters associated with the ownership of our assets as specified therein, including matters arising from operations by Delek Holdings at or before the time of our acquisition of these assets from Delek Holdings.

Air Emissions and Climate Change

A number of our operations are subject to the Clean Air Act (the "CAA") and its regulations and comparable state and local statutes. Under these laws, permits may be required before construction can commence on certain new source of air emissions, and operating permits may be required for sources following construction. These permits may require controls on our air emission sources, and we may become subject to more stringent regulations requiring the installation of additional or different emission control technologies. Any such future obligations may

require us to incur significant additional capital or operating costs. These air emissions requirements also affect Delek Holdings' refineries, from which we receive a substantial portion of our revenues. In the future, Delek Holdings may be required to incur significant capital expenditures to comply with new legislative and regulatory requirements relating to its operations. To the extent these capital expenditures have a material effect on Delek Holdings, they may have a material effect on our business and results of operations.

Environmental advocacy groups and regulatory agencies in the United States and other countries have focused considerable attention on the emissions of carbon dioxide, methane and other greenhouse gases ("GHGs") and their potential role in climate change. Developments in GHG initiatives that result in GHG-related requirements that disproportionately affect the cost of energy from oil in comparison to competing energy sources may affect demand for our services. Due to the uncertainties surrounding the risks and regulatory framework associated with greenhouse gas emissions, the financial impact of such developments cannot be estimated at this time.

Renewable Fuel Standard

The Energy Independence and Security Act of 2007 ("EISA") was enacted into federal law in December 2007 created the Renewable Fuel Standard - 2 ("RFS-2") rule. RFS-2 requires the amounts of renewable fuel sold or introduced in the United States to increase each year, reaching 36 billion gallons by 2022. Meeting RFS-2 requires displacing increasing amounts of petroleum-based transportation fuels with biofuels. Although Delek Holdings' refineries are obligated parties under this rule, our entities are not obligated parties and have no requirement to blend specific volumes of renewable fuels. However, the requirements may reduce future demand for petroleum products and thereby have an indirect effect on certain aspects of our business. Alternatively, it may increase demand for our ethanol and biodiesel fuel blending services at our truck loading racks.

Hazardous Substances and Waste

Many of the environmental laws and regulations affecting our operations relate to the release of hazardous substances or solid wastes into water or soils and include measures to control pollution of the environment. These laws generally regulate the generation, storage, treatment, transportation and disposal of solid and hazardous waste. They also require corrective action, including investigation and remediation, at a facility where such waste may have been released or disposed. For instance, the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), which is also known as Superfund, and comparable state laws, impose liability without regard to fault or to the legality of the original conduct, on certain classes of persons that contributed to the release of a "hazardous substance" into the environment. These persons include the owner or operator of the site where the release occurred and companies that disposed of, or arranged for the disposal of, the hazardous substances found at the site. Under CERCLA, these persons may be subject to joint and several liability for the costs of cleaning up the hazardous substances that have been released into the environment, for damages to natural resources and for the costs of certain health studies. CERCLA also authorizes the EPA and, in some instances, third parties to act in response to threats to the public health or the environment and to seek to recover from the responsible classes of persons the costs they incur. In the course of our ordinary operations, we generate waste that falls within CERCLA's definition of a "hazardous substance" and, as a result, may be jointly and severally liable under CERCLA for all or part of the costs required to clean up certain sites to which such substances may have been transported, treated, or disposed. However, we have not been identified as a potentially responsible party at any Superfund-regulated sites by any federal or state agency or any other person.

We also generate small quantities of solid wastes, including solid wastes that are also considered hazardous wastes, that are subject to the requirements of the federal Resource Conservation and Recovery Act ("RCRA"), and comparable state laws. From time to time, the EPA considers the adoption of stricter disposal standards for non-hazardous wastes, including crude oil and refined products wastes. We are not currently required to comply with a substantial portion of the RCRA requirements, because our operations generate minimal quantities of hazardous wastes. However, it is possible that additional solid wastes, which could include solid wastes currently generated during operations, will in the future be designated as "hazardous wastes." Hazardous wastes are subject to more rigorous and costly disposal requirements compared to non-hazardous wastes. Any changes in these regulations could increase our, and our competitors', maintenance, capital expenditures and operating expenses.

We currently own and lease, and Delek Holdings has in the past owned and leased, properties where hydrocarbons are being or have been managed for many years. Although we have utilized operating and disposal practices that were standard in the industry at the time, hydrocarbons or other waste may have been disposed of or released on or under the properties owned or leased by us or on or under other locations where these wastes have been taken for disposal. In addition, many of these properties have been operated by third parties whose treatment and disposal or release of hydrocarbons or other wastes were not under our control. These properties and wastes disposed thereon may be subject to CERCLA, RCRA, and analogous state laws. Under these laws, we may be required to remove or remediate previously disposed wastes (including wastes disposed of or released by prior owners or operators) to clean up contaminated property (including contaminated groundwater), to perform remedial operations to prevent future contamination or to reimburse costs incurred by federal or state agencies or other persons who are allowed to seek such costs under applicable law..

Water

Our operations may result in the discharge of pollutants, including crude oil and refined products. Several of our pipelines and terminals are located near, or cross under or over, environmentally sensitive waters, such as streams, creeks, rivers, lakes and wetlands. The transportation and storage of crude oil and refined products over and adjacent to water involves risk and subjects us to the provisions of the Oil Pollution Act of

1990 (the "OPA"), the Water Pollution Control Act of 1972 (the "Clean Water Act") and related state requirements. These requirements subject owners of covered facilities to strict, joint and potentially unlimited liability for containment and removal costs, natural resource damages and certain other consequences of an oil spill where the spill is into navigable waters, along shorelines or in the exclusive economic zone of the United States. In the event of an oil spill into navigable waters, substantial liabilities could be imposed upon us. States in which we operate have also enacted similar and, in some cases, more stringent laws.

Regulations under the Clean Water Act, the OPA and state laws also impose additional regulatory burdens on our operations. Spill prevention control and countermeasure requirements of federal laws and some state laws require containment to mitigate or prevent contamination of navigable waters in the event of an oil overflow, rupture or leak. For example, the Clean Water Act requires us to maintain spill prevention control and countermeasure plans at many of our facilities. In addition, the OPA requires that most oil transport and storage companies maintain and update various oil spill prevention and oil spill contingency plans. We maintain such plans, and where required have submitted plans and received federal and state approvals necessary to comply with the OPA, the Clean Water Act and related regulations. We regularly review and modify our crude oil and refined product spill prevention plans and procedures to help prevent crude oil and refined product releases and to minimize potential impacts should a release occur.

The Clean Water Act also imposes restrictions and strict controls regarding the discharge of pollutants into navigable waters. Our facilities contract with third parties for wastewater disposal, discharge to local Publicly Owned Treatment Works, or discharge to identify receiving waters under the terms of a National Pollutant Discharge Elimination System permit for wastewater, stormwater or both. In the event regulatory requirements change, or interpretations of current requirements change, and our facilities are required to undertake different wastewater management arrangements, we could incur substantial additional costs. The Clean Water Act imposes substantial potential liability for the violation of permits or permitting requirements and for the costs of removal, remediation, and damages resulting from such discharges. In addition, some states maintain groundwater protection programs that require permits for discharges or operations that may impact groundwater conditions.

ITEM 1A. RISK FACTORS

An investment in the Partnership involves a high degree of risk. Numerous factors, including those discussed below in Item 1A, Risk Factors, may limit our ability to successfully execute our business and growth strategies. You should carefully consider all of the information set forth and incorporated by reference in this Annual Report in deciding whether to invest in the Partnership. Among these important risks are the following:

- Our relationship with Delek Holdings and its financial condition subjects us to potential risks that are beyond our control.
- If we are unable to generate sufficient cash flow, our ability to pay quarterly distributions to our common unitholders, at all or at current levels or our ability to increase our quarterly distributions in the future could be impaired materially.
- Our assets and operations are subject to federal, state and local laws and regulations relating to environmental protection, pipeline integrity and safety that could require us to make substantial expenditures. In addition, our business involves the risks of spills, releases and emissions from our facilities, which could require us to make substantial expenditures and subject us to fines and penalties.
- A material decrease in wholesale fuel margins or in the quantity of barrels sold to wholesale customers could adversely affect our financial condition, results of operations, cash flows, ability to service our indebtedness and ability to make distribution to unitholders.
- If Delek Holdings satisfies only its minimum obligations under, or if we are unable to renew or extend, the various commercial agreements we have with Delek Holdings, our financial condition, results of operations, cash flows, ability to service our indebtedness and ability to make distributions to unitholders could suffer.
- A material reduction in the volumes of crude oil or refined products that we handle for Delek Holdings could adversely affect our financial condition, results of operations, cash flows and ability to make distributions to unitholders. Our substantial dependence on Delek Holdings' Tyler, El Dorado and Big Spring refineries, as well as the lack of diversification of our assets and geographic locations, could have a material adverse effect on our financial condition, results of operations, cash flows, ability to service our indebtedness and ability to make distributions to unitholders.
- A material decrease in the supply of attractively priced crude oil could materially reduce the volumes of crude oil and refined products that we transport and store, which could materially and adversely affect our financial condition, results of operations, cash flows, ability to service our indebtedness and ability to make distributions to our unitholders.
- Our ability to expand may be limited if Delek Holdings' business does not grow as expected.
- The costs, scope, timelines and benefits of any construction projects we undertake may deviate significantly from our original plans and estimates, which could have a material adverse effect on our financial condition, results of operations, cash flows, ability to service our indebtedness and ability to make distributions to unitholders.
- A shortage of skilled labor or disruptions in our labor force may make it difficult for us to maintain labor productivity.
- If we are unable to obtain needed capital or financing on satisfactory terms to fund expansions of our asset base, our ability to make quarterly cash distributions may be diminished or our financial leverage could increase.
- An interruption or reduction of supply and delivery of refined products to our wholesale marketing business could result in a decline in our sales and profitability.
- We are exposed to the credit risks and certain other risks of our key customers and other contractual counterparties, including Delek Holdings, and any material nonpayment or nonperformance by our key customers or other counterparties could adversely affect our business.
- Restrictions in our revolving credit facility and in the respective indentures governing the 2025 and 2028 Notes could adversely affect our business, financial condition, results of operations and ability to make quarterly cash distributions to our unitholders.
- Our debt levels may limit our flexibility to obtain financing and to pursue other business opportunities.
- Transportation on certain of our pipelines is subject to federal or state regulation, and the imposition and/or cost of compliance with such regulation could adversely affect our operations and cash flows available for distribution to our unitholders.
- Delek Holdings' level of indebtedness, the terms of its borrowings and any future credit ratings could adversely affect our ability to grow our business, our ability to make cash distributions to our unitholders and our credit profile. Our current and future credit ratings may also be affected by Delek Holdings' level of indebtedness and creditworthiness.
- Our right of first offer to acquire certain of Delek Holdings' existing logistics assets and certain assets that it may acquire or construct in the future is subject to risks and uncertainty, and we ultimately may not acquire any of those assets.
- Climate change legislation or regulations restricting emissions of greenhouse gases could result in increased operating and capital costs and reduced demand for our products and services.
- Our general partner and its affiliates, including Delek Holdings, have conflicts of interest with us and limited duties to us and our unitholders, and they may favor their own interests to the detriment of us and our other common unitholders.
- Our Partnership Agreement replaces the fiduciary duties that would otherwise be owed by our general partner with contractual standards governing its duties.
- Delek Holdings may compete with us.
- Holders of our common limited partner units have limited voting rights and are not entitled to elect our general partner or its directors.
- Our Partnership Agreement restricts the voting rights of certain unitholders owning 20% or more of our common limited partner units.
- The NYSE does not require a publicly traded limited partnership like us to comply with certain of its corporate governance requirements.
- Our unitholders are required to pay income taxes on their share of our taxable income even if they do not receive any cash distributions from us. A unitholder's share of our taxable income, and its relationship to any distributions we make, may be affected by a variety of factors, including our economic performance, transactions in which we engage or changes in law and may be substantially different from any estimate we make in connection with a unit offering.
- As a result of investing in our common limited partner units, our unitholders may be subject to state and local taxes and return filing requirements in jurisdictions where we operate or own or acquire properties.

- The COVID-19 Pandemic, any related subsequent waves of the COVID-19 Pandemic or an additional regional or global disease outbreak, and certain developments in the global oil markets have had, may continue to have, or may have an adverse impact on our business, our future results of operations and our overall financial performance.

Risks Relating to Our Business

Our relationship with Delek Holdings and their financial condition subjects us to potential risks that are beyond our control.

Delek Holdings, directly or indirectly, accounted for approximately 86%, 89% and 87% of our contribution margin for the years ended December 31, 2021, 2020 and 2019, respectively, and is the only customer for a substantial majority of our assets, including but not limited to our assets used to support the Tyler Refinery and the majority of our terminalling assets. In addition, Delek Holdings is, effectively, through supply and offtake agreements with its assignee, the principal customer for our Big Spring Logistics Assets used to support the Big Spring Refinery and our Lion Pipeline System, the Gathering Assets, and our El Dorado, Memphis and North Little Rock terminals. Please see Items 1 and 2. "Business and Properties—Delek Holdings' Crude Oil and Refined Products Supply and Offtake Arrangement." As we expect to continue to derive the substantial majority of our margins from Delek Holdings, either directly or indirectly, for the foreseeable future, we are subject to the risk of nonpayment, nonperformance or underperformance by Delek Holdings under our commercial agreements. In addition, we are subject to the risk of nonpayment, nonperformance or underperformance by Delek Holdings' assignees. If Delek Holdings were to significantly decrease, or cause the significant decrease of, the materials transported on our pipelines or the volumes of refined products handled at our terminals, whether because of business or operational difficulties or strategic decisions by Delek Holdings' management, it is unlikely that we would be able to utilize any additional capacity on our pipelines or terminal facilities to service third-party customers without substantial capital outlays and delays, if at all, which could materially and adversely affect our results of operations, financial condition and cash flows. Likewise, the terms of Delek Holdings' obligations under its agreements with us are for initial terms ranging from five years to ten years, with options to extend at the election of Delek Holdings. If Delek Holdings fails to renew these contracts as they come up for renewal, or if Delek Holdings fails to use our assets and services after the expiration of the agreements, or should our agreements be invalidated as a result of our performance failure or for any other reason, and we are unable to generate revenue from third parties with respect to such assets, we could be materially and adversely affected. See Note 4 to the consolidated financial statements in Item 8, Financial Statements and Supplementary Data, of this Annual Report on Form 10-K, for a complete discussion of our material commercial agreements with Delek Holdings. Additionally, any event, whether in our areas of operation or otherwise, that materially and adversely affects Delek Holdings' or its assignees' operations, financial condition, results of operations or cash flows may adversely affect us and our business and, therefore, our ability to sustain or increase cash distributions to our unitholders. Accordingly, we are indirectly subject to the operational and business risks of Delek Holdings and its assignees, including, but not limited to, the following:

- the timing and extent of changes in the costs and availability of crude oil and other refinery feedstocks (including prolonged periods of low crude oil prices that could impact production of inland crude oil and reduce the amount of cost advantaged crude oil available and/or the discount of such crude oil as compared to other crude oil) and in the price and demand for Delek Holdings' refined products;
- the risk of contract cancellation, non-renewal or failure to perform by Delek Holdings' suppliers or customers, and Delek Holdings' inability to replace such suppliers, contracts, customers and/or revenues;
- disruptions due to equipment interruption or failure or other events at Delek Holdings' facilities, or at third-party facilities on which Delek Holdings' business is dependent;
- the effects of economic downturns on Delek Holdings' business and the business of its suppliers, customers, business partners and lenders;
- changes in global and local economic conditions, e.g., as a result of the outbreak of the COVID-19 Pandemic;
- Delek Holdings' ability to remain in compliance with its contracts;
- Delek Holdings' ability to remain in compliance with the terms of its outstanding and any future indebtedness;

- changes in the cost or availability of third-party pipelines, terminals and other means of delivering and transporting crude oil, feedstocks and refined products;
- state and federal environmental, economic, health and safety, energy and other policies and regulations, and any changes in those policies and regulations;
- environmental incidents and violations and related remediation costs, fines and other liabilities; and
- changes in crude oil and refined product inventory levels and carrying costs.

Additionally, Delek Holdings continually considers opportunities presented by third parties with respect to its refinery assets. These opportunities may include offers to purchase certain assets and joint venture propositions. Delek Holdings may also change its refineries' operations by constructing new facilities, suspending or reducing certain operations, or modifying or closing facilities. Changes may be considered to meet market demands, to satisfy regulatory requirements or environmental and safety objectives, to improve operational efficiency or for other reasons. Delek Holdings actively manages its assets and operations, and, therefore, changes of some nature, possibly material to its business relationship with us, could occur in the future.

Furthermore, conflicts of interest may arise between Delek Holdings and its affiliates, including our general partner, on the one hand, and us and our unitholders, on the other hand. We have no control over Delek Holdings or our general partner, and Delek Holdings may elect to pursue a business strategy or make other decisions that do not favor us or our business. See "Risks Relating to Our Partnership Structure—Our general partner and its affiliates, including Delek Holdings, have conflicts of interest with us and limited duties to us and our unitholders, and they may favor their own interests to the detriment of us and our other common unitholders."

The COVID-19 Pandemic, any related subsequent waves of the COVID-19 Pandemic or an additional regional or global disease outbreak, and certain developments in the global oil markets have had, may continue to have, or may have an adverse impact on our business, our future results of operations and our overall financial performance.

The COVID-19 Pandemic and spread of new variants of the virus could materially adversely affect our business and operations for the foreseeable future. The COVID-19 Pandemic has significantly destabilized beyond and will likely continue to impact worldwide economic and commercial activity, financial markets, and the demand for and prices of oil and gas products for the foreseeable future. In particular, there remains considerable tension in the OPEC-Russia relationship, uncertainty in the global oil markets, substantial global supply chain issues, and significant disruptions in the labor market. These impact of the COVID-19 Pandemic may precipitate a prolonged economic slowdown and recession.

Global economic growth drives demand for energy from all sources, including fossil fuels. Should the U.S. and global economies experience weakness, demand for energy may decline. Should growth in global energy production outstrip demand, excess supplies may arise. Declines in demand and excess supplies may result in accompanying declines in commodity prices and deterioration of our financial position along with our ability to operate profitably and our ability to obtain financing to support operations. Conversely, should demand for energy outstrip global supply, commodity prices are likely to rise. With respect to our business, we have experienced periodic declines in demand thought to be associated with slowing economic growth in certain markets, including the effects of the COVID-19 Pandemic, coupled with new oil and gas supplies coming on line and other circumstances beyond our control that resulted in oil and gas supply exceeding global demand which, in turn, resulted in steep declines in prices of oil and natural gas. At times, we have also experienced declines in the supply of inputs thought to be associated with supply chain issues and disruptions in the labor market arising from the effects of the COVID-19 Pandemic. There can be no assurance as to how long the current uncertainty will persist or that a recurrence of price weakness will not arise in the future.

The COVID-19 Pandemic has resulted in modifications to our business practices, including limiting employee and contractor presence at certain work locations, limiting travel, and reducing capital expenditures. We may take further actions as required by government authorities or that we determine are in the best interests of our contractors, customers, suppliers and communities. However, there is no assurance that such measures will be sufficient to mitigate the risks posed by the virus, and our ability to successfully execute our business operations could be adversely impacted. In addition, while we have not recorded any goodwill impairment to date, the continued effects of the COVID-19 Pandemic could result in impairments of long-lived or indefinite-lived assets, including goodwill, at some point in the future. Such impairment charges could be material.

The full impact of the ongoing COVID-19 Pandemic is unknown and continues to rapidly evolve. It is difficult to predict how significant the impact of the COVID-19 Pandemic, any related subsequent waves of the COVID-19 Pandemic, an additional regional or global disease outbreak, and any responses to such events, will be on the U.S. and global economies and our business or for how long disruptions are likely to continue. The extent of such impact will depend on future developments and factors outside of our control, including new information which may emerge concerning the severity or duration of the COVID-19 Pandemic, the evolving governmental and private sector actions to contain the pandemic or treat its health, economic, and other impacts, and the timing and effectiveness of the ongoing rollout of currently available vaccines.

The ultimate extent of the impact of the volatile conditions in the oil and gas industry on our business, financial condition, results of operation and liquidity will also depend largely on future developments, including the extent and duration of any price reductions, any additional decisions by OPEC and disputes between the members of OPEC+.

To the extent COVID-19 and the developments in the global oil markets adversely affects our business, financial condition, results of operation and liquidity, they may also have the effect of heightening many of the other risks described below.

Our operations are subject to many risks and operational hazards, some of which may result in business interruptions and shutdowns of our facilities and liability for damages. If a significant accident or event occurs that results in a business interruption or shutdown, our financial condition, results of operations, cash flows, ability to service our indebtedness and ability to make distributions to unitholders could be adversely affected.

Our operations are subject to all of the risks and operational hazards inherent in gathering, transporting and storing crude oil and intermediate and refined and other products, including:

- business interruption due to maintenance and repairs or mechanical or structural failures with respect to our assets, or our facilities or with respect to third-party assets or facilities on which our operations are dependent, including Delek Holdings' assets or facilities;
- operational errors that result in a loss of physical integrity or performance in our pipelines and facilities;
- deterioration of the condition of our pipelines and facilities through age, use and disuse;
- damages to our assets and surrounding properties caused by earthquakes, floods, fires, severe weather, explosions and other natural disasters and acts of sabotage or terrorism;
- damages to and loss of availability of interconnecting third-party pipelines, terminals and other means of delivering crude oil, feedstocks and refined petroleum products;
- the inability of third-party facilities on which our operations are dependent, including Delek Holdings' facilities, to complete capital projects and to restart timely refining operations following a shutdown;
- curtailments of operations as a result of severe seasonal weather;
- inadvertent damage to pipelines from construction, farm and utility equipment;
- constrained pipeline and storage infrastructure;
- disruption or failure of information technology systems and network infrastructure due to various causes, including unauthorized access or attacks; and
- other hazards.

These risks could result in substantial losses due to personal injury and/or loss of life, damage to and destruction of property and equipment and pollution or other environmental damage, as well as business interruptions or shutdowns of our assets and facilities. Any such event or unplanned shutdown could have a material adverse effect on our business, financial condition and results of operations. In addition, Delek Holdings' refining operations, on which our operations are substantially dependent and over which we have no control, are subject to these and other operational hazards and risks inherent in refining crude oil. A significant accident or event, such as described above at Delek Holdings' facilities, could damage or destroy our assets, expose us to significant liability and affect Delek Holdings' ability and/or obligation to satisfy the minimum volume commitments under our commercial agreements with Delek Holdings, any of which could have a material adverse effect on our business, financial condition and results of operations.

Further, significant portions of our pipeline systems, including our gathering system, and storage and terminalling facilities have been in service for many decades, which could enhance the risks and operational hazards discussed above. The age and condition of our systems could also result in increased maintenance or repair expenditures, and any downtime associated with increased maintenance and repair activities could materially reduce our revenue. Any significant increase in maintenance and repair expenditures or loss of revenue due to the age or condition of our systems could adversely affect our business and results of operations and our ability to make cash distributions to our unitholders.

Our insurance policies and contractual protections from Delek Holdings do not cover all losses, costs or liabilities that we may experience, and insurance companies that currently insure companies in the energy industry may cease to do so or substantially increase premiums.

We are insured under Delek Holdings' insurance policies, subject to the terms, retentions and limits under those policies. To the extent Delek Holdings experiences losses under the insurance policies, the limits of our coverage may be decreased. In addition, we are not insured against all potential losses, costs or liabilities. We could suffer losses for uninsurable or uninsured risks or in amounts in excess of existing insurance coverage. In addition, because Delek Holdings' time element insurance has up to a 60 day waiting period, a significant part, or all, of a business interruption loss or additional expenses loss could be uninsured. The occurrence of an event that is not fully covered by insurance could have a material adverse effect on our business, financial condition and results of operations.

The energy industry is highly capital intensive, and the entire or partial loss of individual facilities or multiple facilities can result in significant costs to both energy industry companies, such as us, and their insurance carriers. Large energy industry claims could result in significant increases in the level of premium costs and deductibles for participants in the energy industry. Insurance companies that have historically participated in underwriting energy-related facilities may discontinue that practice, may reduce the insurance coverage they are willing to offer or demand significantly higher premiums or deductibles. If significant changes occur in the number or financial solvency of insurance underwriters for the energy industry, or if other adverse conditions over which we have no control prevail in the insurance market, we may be unable to obtain and maintain adequate insurance at a reasonable cost.

Furthermore, any losses under the insurance policies experienced by Delek Holdings may impact our ability to obtain, renew or arrange for adequate alternative coverage. The unavailability of full insurance coverage to cover events in which we suffer significant losses could have a material adverse effect on our business, financial condition and results of operations.

Under the Omnibus Agreement, Delek Holdings has also agreed to reimburse us for certain losses related to certain asset failures, which provisions expire at various times depending on the asset involved. See Items 1 and 2. "Business and Properties—Commercial Agreements—Other Agreements with Delek Holdings." However, upon such expiration, or if Delek Holdings were to default under the Omnibus Agreement or otherwise fail to satisfy its obligations to us, and insurance coverage was not otherwise available or was otherwise available only at substantial retention levels or cost, we could suffer significant losses that could have a material adverse effect on our business, financial condition and results of operations.

If we are unable to generate sufficient cash flow, our ability to pay quarterly distributions to our common unitholders at all or at current levels or our ability to increase our quarterly distributions in the future could be impaired materially.

Our ability to pay quarterly distributions depends primarily on cash flow, including cash flow from operations, cash from financial reserves, cash from credit facilities and cash from potential capital markets transactions, and not solely on profitability, which is affected by non-cash items. As a result, we may pay cash distributions during periods of losses and may be unable to pay cash distributions during periods of income. Our ability to generate sufficient cash flow is largely dependent on our ability to manage our business successfully, but may also be affected by economic, financial, competitive, regulatory and other factors beyond our control. For example, we may not be able to obtain debt or equity financing on terms that are favorable to us, if at all, and we may be required to fund our working capital requirements principally with cash generated by our operations and borrowings under our credit facilities and not to increase or pay distributions.

We may not have sufficient available cash each quarter to enable us to pay distributions at current levels or at all. In addition, even if we are able to make distributions, because the cash we generate will fluctuate from quarter to quarter, quarterly distributions, or any period over period growth in such distributions, may also fluctuate, or even decrease, from quarter to quarter. Any failure to pay distributions at expected levels could result in a loss of investor confidence and a decrease in the trading price of our units.

Our assets and operations are subject to federal, state and local laws and regulations relating to environmental protection, pipeline integrity and safety that could require us to make substantial expenditures. In addition, our business involves the risks of spills, releases and emissions from our facilities, which could require us to make substantial expenditures and subject us to fines and penalties. These expenditures could have a material impact on our financial condition, results of operations, cash flows, ability to service our indebtedness and ability to make distributions to unitholders.

Our assets and operations involve the transportation and storage of crude oil and products, which are subject to increasingly stringent and extensive federal, state and local laws and regulations related to the discharge and remediation of materials in the environment, greenhouse gas emissions, waste management, species and habitat preservation, pollution prevention, pipeline integrity and other safety-related regulations, and characteristics and composition of fuels. These laws and regulations require us to comply with various safety requirements regarding the design, installation, testing, construction and operational management of certain of our assets. These requirements have raised operating costs, and compliance with such laws and regulations may cause us to incur potentially material capital expenditures associated with the construction, maintenance and upgrading of equipment and facilities. Environmental laws and regulations, in particular, are subject to frequent change, and many of them have become and may continue to become more stringent.

Transportation and storage of crude oil and products involves inherent risks of spills and releases and emissions into the air from our facilities, and can subject us to various federal and state laws governing spills and releases, including reporting and remediation obligations. We have historically experienced multiple releases and spills from our facilities and are subject to ongoing remediation and/or monitoring projects and enforcement actions. The costs associated with such obligations can be substantial, as can costs associated with related enforcement matters, including possible fines and penalties. Transportation of crude oil and products over water, or proximate to navigable bodies of water, involves inherent risks (including risks of spills) and could subject us to the provisions of the OPA, the Clean Water Act and similar state environmental laws should a spill occur from our facilities. See Items 1 and 2. "Business and Properties—Governmental Regulation and Environmental Matters—Water." Among other things, the OPA requires us to prepare a facility response plan identifying the personnel and equipment necessary to remove, to the maximum extent practicable, a "worst case discharge." While our plans are designed to mitigate environmental impacts, such plans may not protect us from all liability associated with the discharge of crude oil or products into navigable waters.

With respect to the releases that have occurred, or for an event that occurs or is discovered in the future, whether in connection with any of our assets or any other facility to which we send or have sent waste or by-products for treatment or disposal, or a facility or assets that we may acquire from time to time as part of our ongoing growth strategy, we could be liable for all costs and penalties associated with the remediation of such facilities under federal, state and local environmental laws or common law. We may also be liable for personal injury, property damage and natural resource damage claims from third parties alleging contamination from spills or releases from our facilities or operations. In addition, even if we are insured against such risks, we may be responsible for costs or penalties to the extent our insurers do not fulfill their obligations to us or our insurance policies do not cover such items. Our failure to comply with these, or any other environmental, pipeline integrity or safety-related laws or regulations, could result in the assessment of administrative, civil or criminal penalties, the imposition of investigatory and remedial liabilities and the issuance of injunctions that may subject us to additional operational constraints. In addition, we could incur potentially significant additional expenses should we determine that any of our assets are not in compliance with such laws or

regulations in order to bring our assets into compliance. Any such expenses, penalties or liabilities could have a material adverse effect on our business, financial condition or results of operations. While we are entitled to reimbursement or indemnification from Delek Holdings for certain environmental liabilities under the Omnibus Agreement, such reimbursement or indemnification may not fully cover any damages we may incur, or Delek Holdings may default on or otherwise fail to satisfy its obligations to us, which could have a material adverse effect on our business, financial condition or results of operations.

Further, certain of our pipeline facilities are subject to the pipeline safety regulations of the PHMSA. The PHMSA regulates the design, construction, testing, operation, maintenance, reporting and emergency response of crude oil, petroleum products and other hazardous liquid pipeline facilities.

The PHMSA has adopted regulations requiring pipeline operators to develop integrity management programs for hazardous liquids pipelines located where a leak or rupture could affect "high consequence areas" that are populated or environmentally sensitive areas, although recent rulemaking is extending certain requirements beyond high consequence areas. The PHMSA has also issued regulations that subject certain rural low-stress hazardous liquids pipelines to the integrity management requirements. The integrity management regulations require operators, including us, to:

- perform ongoing assessments of pipeline integrity;
- identify and characterize applicable threats to pipeline segments that could impact a high consequence area;
- maintain processes for data collection, integration and analysis;
- repair and remediate pipelines as necessary; and
- implement preventive and mitigating actions.

The PHMSA also carries out the Pipeline Safety, Regulatory Certainty and Job Creation Act of 2011 (the "2011 Pipeline Safety Act"), which increased penalties for safety violations, established additional safety requirements for newly constructed pipelines, imposed new emergency response and incident notification requirements and required studies of certain safety issues that could result in the adoption of new regulatory requirements for existing pipelines. The Protecting our Infrastructure of Pipelines and Enhancing Safety Act (the "PIPES Act") was finalized in 2016, reauthorizing the PHMSA's pipeline safety programs through 2019 and directing PHMSA to complete unfinished mandates of the 2011 Pipeline Safety Act. The PIPES Act of 2020 was enacted on December 27, 2020 and reauthorizes the U.S. federal pipeline safety program after the PIPES Act of 2016 expired on September 30, 2019.

We may incur significant costs and liabilities associated with compliance with pipeline safety regulations, and any corresponding repair, remediation, preventive or mitigation measures required for our non-exempt pipeline facilities, including lost cash flows resulting from shutting down our pipelines during the pendency of such repairs. Moreover, changes to pipeline safety laws and regulations that result in more stringent or costly pipeline integrity management or safety standards could have a material adverse effect on us and similarly situated operators.

A material decrease in wholesale fuel margins or in the quantity of barrels sold to wholesale customers could adversely affect our financial condition, results of operations, cash flows, ability to service our indebtedness and ability to make distribution to unitholders.

Our wholesale fuel sales in our West Texas business are made to third party customers. The margins we earn on these sales, and the quantity of barrels we sell, are dependent on a number of factors outside our control, including the overall supply of refined products, overall market conditions, the demand for these products, competition from third parties, the price of ethanol and the value of renewable identification numbers ("RINs") we receive from blending renewable fuels. Specifically, among other circumstances, the margins we earn through these activities may be adversely impacted in the event of excess supply of refined products or decreased customer demand. Political instability and global health crises, such as the COVID-19 Pandemic, can also impact the global economy and decrease worldwide demand for oil and refined products. These supply and demand dynamics are subject to day-to-day variability and may result in volatility in the margins that we achieve. These, and other dynamics, may also result in our customers reducing their purchases of product from us in favor of purchasing more product from other refiners or suppliers. Further, decreases in the value of RINs could impact our margins in our wholesale business. In addition, our margins are affected by the price we pay for ethanol, which is blended into certain refined products. We occasionally lock in ethanol prices by committing to purchase ethanol in the future at a certain price. If the spot price for ethanol at the time we actually take delivery of such product is less than what we paid for it, our margins could be negatively impacted. Price risk management programs established to hedge price volatility may not perform as intended, which may negatively impact our margins. Extended periods of market conditions that result in us earning margins lower than anticipated or in us selling fewer barrels of product to wholesale customers, for any of the reasons set forth above or otherwise, could adversely affect our financial condition, results of operations and cash flows.

Our contract counterparties may suspend, reduce or terminate their obligations under our various commercial agreements in certain circumstances, including events of force majeure, which could have a material adverse effect on our financial condition, results of operations, cash flows, ability to service our indebtedness and ability to make distributions to unitholders.

Our commercial agreements with Delek Holdings and third parties provide that the counterparty may, depending on the commercial agreement, suspend, reduce or terminate its obligations to us under the applicable agreement, including the requirement to pay the fees associated with the applicable minimum volume commitments, in the event of (i) a material breach of the agreement by us, (ii) in the case of Delek Holdings, Delek

Holdings deciding to permanently or indefinitely suspend refining operations at one or more of its refineries, or (iii) the occurrence of certain force majeure events that would prevent us or the third party from performing our or its obligations under the applicable agreement. Force majeure events may include any acts or occurrences that prevent services from being performed either by us or such third party under the applicable agreement, such as:

- acts of God;
- strikes, lockouts or other industrial disturbances;
- acts of the public enemy, wars, blockades, insurrections, riots or civil disturbances;
- storms, floods or washouts;
- arrests or the order of any court or governmental authority having jurisdiction while the same is in force and effect;
- explosions, breakage or accident to machinery, storage tanks or lines of pipe;
- any inability to obtain, or unavoidable delay in obtaining, material or equipment;
- any inability to deliver crude oil or refined products because of a failure of third-party pipelines; and
- any other causes not reasonably within the control of the party claiming suspension and which by the exercise of due diligence such party is unable to prevent or overcome.

Our counterparties have discretion in certain circumstances to decide to suspend, reduce or terminate their obligations under our commercial agreements notwithstanding the fact that their decisions may significantly and adversely affect us.

Accordingly, there exists a broad range of events that could result in our being unable to utilize our assets, and Delek Holdings or its assignee or a third party, as the case may be, no longer having an obligation to meet its minimum volume commitments or pay the amounts otherwise owing under the applicable agreement. Furthermore, a single event relating to one of Delek Holdings' refineries could have a material impact on multiple of our commercial agreements with Delek Holdings or its assignee. Any reduction, suspension or termination of any of our commercial agreements could have a material adverse effect on our financial condition, results of operations, cash flows and ability to make distributions to unitholders.

If Delek Holdings satisfies only its minimum obligations under, or if we are unable to renew or extend, the various commercial agreements we have with Delek Holdings, our financial condition, results of operations, cash flows, ability to service our indebtedness and ability to make distributions to unitholders could suffer.

Delek Holdings is not obligated to use, or to pay us with respect to our services, for volumes of crude oil or refined products in excess of the minimum volume commitments under the various commercial agreements with us. During refinery maintenance and inspection turnarounds, which typically last 30 to 60 days and are performed every four to five years, and during other planned or unplanned maintenance periods, Delek Holdings is only required to satisfy its minimum volume commitments during such periods with respect to our assets that serve the refinery. In addition, the initial terms of Delek Holdings' obligations under those agreements range from five to ten years, unless earlier terminated as described above, with Delek Holdings having the option to renew. If Delek Holdings fails to use our services for volumes of crude oil or refined products in excess of the minimum volume commitments or fails to use our facilities and services after expiration of those agreements, or if Delek Holdings terminates those agreements prior to their expiration, and we are unable to generate additional revenues from third parties, our ability to make cash distributions to unitholders may be impaired.

A material reduction in the volumes of crude oil or refined products that we handle for Delek Holdings could adversely affect our financial condition, results of operations, cash flows and ability to make distributions to unitholders. Our substantial dependence on Delek Holdings' Tyler, El Dorado and Big Spring refineries, as well as the lack of diversification of our assets and geographic locations, could have a material adverse effect on our financial condition, results of operations, cash flows, ability to service our indebtedness and ability to make distributions to unitholders.

If the demand for refined products, particularly in Delek Holdings' primary market areas, decreases significantly, or if there were a material increase in the price of crude oil supplied to the Tyler, El Dorado or Big Spring refineries without an increase in the value of the refined products produced by those refineries, either temporary or permanent, which caused Delek Holdings to reduce production of refined products at its refineries, there would likely be a reduction in the volumes of crude oil and refined products we handle for Delek Holdings. Any such reduction could adversely affect our financial condition, results of operations, cash flows, ability to service our indebtedness and ability to make distributions to our unitholders.

We believe that a substantial majority of our gross and contribution margins for the foreseeable future will be derived from the operation of our pipelines, gathering systems and terminal and storage facilities that support the Tyler, El Dorado and Big Spring refineries and are primarily located in Arkansas and Texas and, to a lesser degree, Louisiana and Tennessee. Any event that renders any Delek Holdings refinery temporarily or permanently unavailable could have a material adverse effect on our financial condition, results of operations, cash flows and ability to make distributions to our unitholders. Due to our lack of diversification in assets and geographic location, an adverse development in our businesses or areas of operations, including adverse developments due to catastrophic events, weather, regulatory action and decreases in demand for crude oil and refined products, could have a significantly greater impact on our results of operations and cash available for

distribution to our common unitholders than if we maintained more diverse assets and locations. Such events may constitute force majeure events under our commercial agreements, potentially resulting in the suspension, reduction or termination of multiple commercial agreements in the affected geographic area. In addition, during planned maintenance periods or a refinery turnaround, we expect that Delek Holdings, or its assignee, may only satisfy its minimum volume commitments with respect to our assets that serve such refinery. Please see “Our contract counterparties may suspend, reduce or terminate their obligations under our various commercial agreements in certain circumstances, including events of force majeure, which could have a material adverse effect on our financial condition, results of operations, cash flows and ability to make distributions to unitholders” and “If Delek Holdings satisfies only its minimum obligations under, or if we are unable to renew or extend, the various commercial agreements we have with Delek Holdings, our cash flow and results of operations could suffer.”

A material decrease in the supply of attractively priced crude oil could materially reduce the volumes of crude oil and refined products that we transport and store, which could materially and adversely affect our financial condition, results of operations, cash flows, ability to service our indebtedness and ability to make distributions to our unitholders.

The volumes of crude oil and refined products that we may transport on our pipelines will depend on the volumes of crude oil processed and refined products produced at Delek Holdings’ refineries that we serve, as well as third parties’ desire to transport crude on our systems, including our Paline Pipeline. The volumes of crude oil processed and refined products produced depend, in part, on the availability of attractively priced crude oil. For example, if a shipper on one of our pipeline systems is unable to locate or purchase attractively priced crude, which could happen due to a large number of market factors, and their shipments on our system are made in large part because of the pipeline’s proximity to such attractively priced crude, then our pipeline may not be utilized. If the capacity of such pipeline is not under contract, or the pipeline is not utilized at all or to its capacity, then our results may be adversely affected. Our Paline Pipeline is such a pipeline. If we are unable to secure capacity agreements on our Paline Pipeline, our Paline Pipeline may go unused or underused for a period of time, which could affect our operating results if third parties are no longer interested in transporting crude oil along that route for economic reasons associated with the price of crude or other reasons.

Further, in order to maintain or increase production levels at Delek Holdings’ refineries, Delek Holdings must continually contract for new crude oil supplies or connect to alternative sources of crude oil. Adverse developments in major oil producing regions around the world could have a significant impact on our financial condition, results of operations and cash flows because of our lack of industry and geographic diversity and substantial reliance on Delek Holdings as a direct or indirect customer. Accordingly, in addition to risks related to accessing, gathering, transporting and storing crude oil and refined products, we are disproportionately exposed to risks inherent in the broader oil and gas industry, including:

- the volatility and uncertainty of regional pricing differentials for crude oil and refined products;
- the action by the members of the Organization of the Petroleum Exporting Countries, or OPEC, individually or in the aggregate, regarding production levels and prices;
- the nature and extent of governmental regulation and taxation; and
- the anticipated future prices of crude oil and refined products in markets served by Delek Holdings’ refineries.

If, as a result of any of these or other factors, the volumes of attractively priced crude oil available to Delek Holdings’ refineries are materially reduced for a prolonged period of time, the volumes of crude oil and refined products that we transport and store, and the related fees for those services, could be materially reduced, which could materially and adversely affect our financial condition, results of operations, cash flows and ability to make distributions to our unitholders.

A portion of our operations are conducted through joint ventures, over which we do not have full control and which have unique risks.

A portion of our operations are conducted through joint ventures, in which we have been making investments since 2015. We are able to appoint members to the managing boards of each of the joint ventures and maintain certain rights of approval over certain actions of our partners and/or their affiliates. However, our partners in each of our joint ventures, or their affiliates, serve as, or are responsible for, the contractor and the operator of the joint ventures’ assets, and we have limited control over the same. In addition, we have limited control over the cash distribution policies of each of the joint ventures.

We share ownership in the joint ventures with partners that may not always share our goals and objectives. Differences in views among the partners may result in delayed decisions or failures to agree on major matters, such as large expenditures or contractual commitments, the construction of assets or borrowing money, among others. Delay or failure to agree may prevent action with respect to such matters, even though such action may not serve our best interest or that of the joint venture. Accordingly, delayed decisions and disagreements could adversely affect the business and operations of the joint ventures and, in turn, our business and operations. From time to time, our joint ventures may be involved in disputes or legal proceedings which may negatively affect our investments. Accordingly, any such occurrences could adversely affect our financial condition, results of operations, cash flows, ability to service our indebtedness and ability to make distributions to our unitholders.

We are exposed to direct commodity price risk and interest rate risk, both of which may increase in the future. We may incur losses as a result of our forward contract activities and derivative transactions.

We typically own and hold a certain amount of inventory of light products in our business with respect to our wholesale marketing business in West Texas. Depending on our ability to sell such inventory, and the timing in which we do so, we could be exposed to risks related to the volatility of commodity prices in West Texas. Such volatility depends on many factors, including general market conditions and prices, demand for refined products in the West Texas market, the timing of refined product deliveries and downtime at refineries in the surrounding area. In addition, our actual product acquisitions from suppliers versus the amount we nominated to acquire may result in us being effectively long or short with respect to a given product and thus subject to further commodity price risk. This exposure to the volatility of commodity prices could have a material adverse effect on our financial condition, results of operations, cash flows, ability to service our indebtedness and ability to make distributions to our unitholders.

To partially mitigate the risk of various financial exposures inherent in our business, including commodity price risk and interest rate risk on our floating rate debt, we selectively use derivative financial instruments, such as fuel-related derivative transactions, and may use interest rate swaps and interest rate cap agreements. In connection with such derivative transactions, we may be required to make payments to maintain margin accounts and to settle the contracts at their value in accordance with their terms and upon termination. The maintenance of required margin accounts, and the settlement of derivative contracts, could cause us to suffer losses or limit gains. In particular, derivative transactions could expose us to the risk of financial loss upon unexpected or unusual variations in the sales price of wholesale gasoline and diesel relative to the derivative instrument. We cannot assure you that the strategies underlying these transactions will be successful. If any of the strategies we utilize to manage our exposure to various types of risk is not effective, we may incur losses.

Our ability to expand may be limited if Delek Holdings' business does not grow as expected.

Part of our growth strategy depends on the growth of Delek Holdings' business. For example, in our terminals and storage business, we believe our growth will be driven in part by identifying and executing organic expansion or new construction projects that will result in increased or new throughput volumes from Delek Holdings, its assignees and third parties. Our organic growth opportunities will be limited if Delek Holdings is unable to acquire new assets for which our execution of organic projects is needed. Additionally, if Delek Holdings focuses on other growth areas that our business does not serve, or does not make capital expenditures to fund the organic growth of its operations, we may not be able to fully execute our growth strategy.

We may not be able to significantly increase or retain our third-party revenue due to competition and other factors, which could limit our ability to grow and may increase our dependence on Delek Holdings.

We can provide no assurance that we will be able to retain or attract third-party revenues, which could limit our ability to grow and increase our dependence on Delek Holdings. Our ability to increase our third-party revenue is subject to numerous factors beyond our control, including competition from third parties and the extent to which we have available capacity when third-party shippers require it. Further, under certain of our commercial agreements with Delek Holdings, we may not provide service to third parties with respect to certain assets without Delek Holdings' consent, subject to limited exceptions. Furthermore, to the extent that we have capacity at our refined products terminals available for third-party volumes, competition from other existing or future refined products terminals owned by our competitors may limit our ability to utilize this available capacity.

The costs, scope, timelines and benefits of any construction projects we undertake may deviate significantly from our original plans and estimates, which could have a material adverse effect on our financial condition, results of operations, cash flows, ability to service our indebtedness and ability to make distributions to unitholders.

One of our business strategies is to evaluate and make capital investments to expand our existing asset base through the development and construction of new or expanded assets. At the same time, we also will need to devote significant resources to maintaining our asset base. However, in developing or maintaining such assets, we may experience unanticipated increases in the cost, scope and completion time for our construction or maintenance and repair projects. Equipment that we require to complete these projects may be unavailable to us at expected costs or within expected time periods. Additionally, labor expense may exceed our expectations. Moreover, pipeline construction projects requiring federal approvals are generally subject to environment review requirements under the National Environmental Policy Act and must also comply with other natural resources review requirements imposed pursuant to the Endangered Species Act, the National Historic Preservation Act and other federal and state laws and regulations and potential permitting requirements. Due to these or other factors beyond our control, we may be unable to complete these projects within anticipated cost parameters and timelines. In addition, the benefits we realize from completed projects may take longer to realize and/or be less than we anticipated. Our inability to complete and/or realize the benefits of construction and/or maintenance projects in a cost-efficient and timely manner could have a material adverse effect on our financial condition, results of operations, cash flows, ability to service our indebtedness and ability to make distributions to our unitholders.

A shortage of skilled labor or disruptions in our labor force may make it difficult for us to maintain labor productivity.

Our future success depends to a large extent on the services of our, and our general partner's senior executives and other key employees and the same is true of Delek Holdings and its senior executives and key employees. Our business depends on our continuing ability to recruit, train and retain highly qualified employees in all areas of our operations, including engineering, accounting, business operations, finance and other key back-office and mid-office personnel, or those of Delek Holdings that we rely upon. Furthermore, our operations require skilled and

experienced employees with proficiency in multiple tasks. The competition for these employees is intense, and the loss of these executives or employees could harm our business. If any of these executives or other key personnel resigns or becomes unable to continue in his or her present role and is not adequately replaced, either by us or Delek Holdings, our business operations could be materially adversely affected.

If we are unable to obtain needed capital or financing on satisfactory terms to fund expansions of our asset base, our ability to make quarterly cash distributions may be diminished or our financial leverage could increase.

In order to expand our asset base, we will need to make significant capital expenditures. If we do not make sufficient or effective expansion capital expenditures, we will be unable to expand our business operations and may be unable to maintain or raise the level of our quarterly cash distributions. We will be required to use cash from our operations or incur borrowings or sell additional limited partner units or interests in order to fund our expansion capital expenditures. Using cash from operations will reduce cash available for distribution to our common unitholders. Our ability to obtain financing or to access the capital markets for future equity or debt offerings may be limited by our financial condition at the time of any such financing or offering, as well as the covenants in our debt agreements, general economic conditions and contingencies and uncertainties that are beyond our control. Even if we are successful in obtaining funds for expansion capital expenditures through equity or debt financings, the terms thereof could limit our ability to pay distributions to our common unitholders. Moreover, incurring additional debt may significantly increase our interest expense and financial leverage, and issuing additional limited partner interests may result in significant common unitholder dilution and increase the aggregate amount of cash required to maintain the then-current distribution rate, which could materially decrease our ability to pay distributions at the then-current distribution rate.

If third-party pipelines, terminals or other facilities interconnected to our pipeline systems or terminals become partially or fully unavailable, or if we are unable to fulfill our contractual obligations, our financial condition, results of operations, cash flows, ability to service our indebtedness and ability to make distributions to our unitholders could be adversely affected.

Our pipelines and terminals connect to other pipelines, terminals and facilities owned and operated by unaffiliated third parties. Our shippers often need to use such pipelines, terminals and facilities; however, the continuing operation of such third-party pipelines, terminals and other facilities is not within our control.

These pipelines, terminals and other facilities may become unavailable because of testing, turnarounds, line repair, reduced operating pressure, lack of operating capacity, regulatory requirements, curtailments of receipt or deliveries due to insufficient capacity, corporate business decisions or because of damage from hurricanes or other operational hazards. In addition, we do not have interconnect agreements with all of these pipelines, terminals and other facilities, and the interconnect agreements we do have may be terminated in certain circumstances, including circumstances beyond our control, and on short notice. If any of these pipelines, terminals or other facilities becomes unable to receive or transport crude oil or refined products, we may be unable to perform our obligations under our commercial agreements with Delek Holdings and third parties, and our financial condition, results of operations, cash flows and ability to make distributions to our unitholders could be adversely affected.

Similarly, if additional shippers begin transporting volumes of refined products or crude oil over interconnecting pipelines, the allocations to us and other existing shippers on these interconnecting pipelines could be reduced, which could also reduce volumes distributed through our terminals or transported through our crude oil pipelines. Allocation reductions of this nature are not infrequent and are beyond our control. Any significant reduction in volumes could adversely affect our financial condition, results of operations, cash flows, ability to service our indebtedness and ability to make distributions to our unitholders.

An interruption or reduction of supply and delivery of refined products to our wholesale marketing business could result in a decline in our sales and profitability.

In our West Texas wholesale marketing business, we sell refined products that we purchase from Delek Holdings and unaffiliated third parties. The prior contract under which we purchased the majority of the products we sold in West Texas expired in December 2017. We are now purchasing the majority of product we sell in West Texas from Delek Holdings. The remainder of the barrels we sell in West Texas are spot purchased from various suppliers or refiners. We could experience an interruption or reduction in the supply or delivery of refined products if our suppliers, the refineries who supply us or our suppliers, or the pipelines that deliver that product partially or completely ceased operations, temporarily or permanently, or ceased to supply us with refined products for any reason. The ability of these refineries and our suppliers to supply refined products to us could be disrupted by anticipated events, such as scheduled upgrades or maintenance, as well as events beyond their control, such as unscheduled maintenance, the COVID-19 Pandemic, fires, floods, storms, explosions, power outages, accidents, acts of terrorism or other catastrophic events, labor difficulties and work stoppages, governmental or private party litigation, or legislation or regulation that adversely impacts refinery operations. An interruption or reduction in the volume of refined products supplied to our wholesale business could adversely affect our sales and profitability.

We are exposed to the credit risks and certain other risks of our key customers and other contractual counterparties, including Delek Holdings and its assignees, and any material nonpayment or nonperformance by our key customers or other counterparties could adversely affect our business, which could have a material adverse effect on our financial condition, results of operations, cash flows, ability to service our indebtedness and ability to make distributions to unitholders.

We are subject to risks of loss resulting from nonpayment or nonperformance by our customers and other contractual counterparties. Any material nonpayment or nonperformance or default by our key customers or other contractual counterparties, including Delek Holdings or its

assignees, could adversely affect our business, financial condition, results of operations and our ability to make distributions to our unitholders. Furthermore, some of our customers may be highly leveraged and subject to their own operating and regulatory risks. Any loss of our key customers, including Delek Holdings, could adversely affect our financial condition, results of operations, cash flows, ability to service our indebtedness and ability to make distributions to our unitholders.

Restrictions in our revolving credit facility and in the respective indentures governing the 2025 Notes and 2028 Notes could adversely affect our business, financial condition, results of operations and ability to make quarterly cash distributions to our unitholders.

Our revolving credit facility and the respective indentures governing the 2025 Notes and 2028 Notes contain, and any future financing agreements may contain, operating and financial restrictions and covenants that could limit our ability to finance future operations or capital needs, or to expand or pursue our business activities, which may, in turn, limit our ability to make cash distributions to our unitholders.

For example, our revolving credit facility limits our ability to, among other things:

- incur or guarantee additional debt;
- incur certain liens on assets;
- dispose of assets;
- make certain cash distributions or redeem or repurchase units;
- change the nature of our business;
- engage in certain mergers or acquisitions or make certain investments (including in joint ventures); and
- enter into certain transactions with affiliates.

Our revolving credit facility contains covenants requiring us to maintain certain financial ratios. Our ability to meet those financial ratios can be affected by events beyond our control, and we cannot assure you that we will meet those ratios. In addition, our revolving credit facility contains events of default customary for agreements of this nature, including the occurrence of certain change of control events.

Similarly, the respective indentures governing the 2025 Notes and 2028 Notes contain covenants that, among other things, limit our ability and the ability of our restricted subsidiaries to (i) incur, assume or guarantee additional indebtedness or issue certain convertible or redeemable equity securities; (ii) create liens to secure indebtedness; (iii) pay distributions on equity interests, repurchase equity securities or redeem subordinated securities; (iv) make investments; (v) make distributions, loans or other asset transfers from our restricted subsidiaries; (vi) consolidate with or merge with or into, or sell substantially all of our properties to, another person; (vii) sell or otherwise dispose of assets, including equity interests in subsidiaries; and (viii) enter into transactions with affiliates.

The provisions of our revolving credit facility and of the respective indentures governing the 2025 Notes and 2028 Notes may affect our ability to obtain future financing and pursue attractive business opportunities and our flexibility in planning for, and reacting to, changes in business conditions. In addition, a failure to comply with the provisions of our revolving credit facility or the indentures governing the 2025 Notes and 2028 Notes could result in a default or an event of default that could enable our lenders to declare the outstanding principal of that debt, together with accrued and unpaid interest and certain other indebtedness and other outstanding amounts, to be immediately due and payable. Such event of default would also permit our lenders to foreclose on our assets serving as collateral for our obligations under the revolving credit facility. If the payment of our debt is accelerated, our assets may be insufficient to repay such debt in full, and our unitholders could experience a partial or total loss of their investment. The revolving credit facility and the respective indentures governing the 2025 Notes and 2028 Notes also have cross-default provisions that would apply to certain other indebtedness we may have.

Our debt levels may limit our flexibility to obtain financing and to pursue other business opportunities.

As of December 31, 2021, we had approximately \$908.0 million in debt outstanding. We have the ability to incur additional debt; however, such ability is subject to limitations under our revolving credit facility and the respective indentures governing the 2025 Notes and 2028 Notes. Our level of debt could have important consequences to us, including the following:

- our ability to obtain additional financing, if necessary, for working capital, capital expenditures, acquisitions or other purposes may be impaired, or such financing may not be available on favorable terms;
- our funds available for operations, future business opportunities and distributions to unitholders will be reduced by that portion of our cash flows required to make payments on our debt and any interest thereon;
- we may be more vulnerable to competitive pressures or a downturn in our business or the economy generally; and
- our flexibility in responding to changing business and economic conditions may be limited.

Our ability to service our debt will depend upon, among other things, our future financial and operating performance, which will be affected by prevailing economic conditions and financial, business, regulatory and other factors, many of which are beyond our control. If our operating results are not sufficient to service our current or future indebtedness, we will be forced to take actions such as reducing distributions, which is within our control, or such as reducing or delaying our business activities, acquisitions, investments or capital expenditures, selling assets or seeking additional equity capital, which actions we may not be able to effect on satisfactory terms or at all.

Transportation on certain of our pipelines is subject to federal or state regulation, and the imposition and/or cost of compliance with such regulation could adversely affect our operations and cash flows available for distribution to our unitholders. In addition, certain of our other contracts are eligible for fee increases tied to other inflationary indexes, which could adversely affect our financial condition, results of operations, cash flows, ability to service our indebtedness and ability to make distributions to unitholders.

Certain of our pipelines provide services subject to regulation by the FERC and/or state regulators. The FERC uses prescribed rate methodologies for developing regulated tariff rates for interstate oil and product pipelines. The FERC's primary rate-making authority is currently price-indexing; if the methodology changes, the new methodology may result in tariffs that generate lower revenues and cash flows. The indexing method annually adjusts the maximum rate for a given transportation service based on a percentage change in the producer price index for refined goods and is not based on pipeline-specific costs. If the index in a given year results in an increase in the applicable rate ceiling, pipelines are allowed to raise rate to the new ceiling. If the index in a given year results in a decrease in the applicable rate ceiling, we will be required to reduce our rates that are based on the FERC's price indexing methodology if they exceed the new maximum available rate. In addition, changes in the index might not be large enough to fully reflect actual increases in our costs. The FERC's rate-making methodologies may limit our ability to set rates based on our true costs or may delay the use of rates that reflect increased costs. Any of the foregoing could adversely affect our revenues and cash flows. We note that the FERC index has been set at a level for the period from 2021-2025 that is lower than that which was in effect from 2016-2021; this is likely to result in lower annual rate increases, where there are increases permitted, for the coming period for our transportation rates that are subject to the FERC index for annual adjustments, compared to the previous five-year period, and has in the past and may in the future require us to decrease our interstate transportation rates to comply with the reduced ceiling level.

Shippers may protest, and the FERC may investigate, the lawfulness of new or changed tariff rates. The FERC can suspend those tariff rates for up to seven months. It can also require refunds of amounts collected, based on rates that are ultimately found to be unlawful, and prescribe new rates prospectively. The FERC and interested parties can also challenge tariff rates that have become final and effective.

The FERC can order new rates to take effect prospectively and order refunds for past rates that exceed the just and reasonable level for time periods up to two years prior to the date of a complaint. Due to the complexity of rate making, the lawfulness of any rate is never assured. A successful challenge of our rates could adversely affect our revenues. In addition, the FERC issued a final order on March 15, 2018 (Docket No. PL17-1-000) in which the FERC found that an impermissible double recovery results from granting a Master Limited Partnership pipeline, such as the Partnership, both an income tax allowance and a return on equity pursuant to the discounted cash flow methodology. Accordingly, the FERC revised its policy and no longer permits an MLP to recover an income tax allowance in its cost of service. These changes could require us to change our rate design and potentially lower our rates if they are challenged on a cost of service basis. The FERC also regulates the terms and conditions of service, including access rights, for interstate transportation on common carrier pipelines subject to its jurisdiction.

While the FERC regulates rates and terms and conditions of service for transportation of crude oil or refined products in interstate commerce by pipeline, state agencies may regulate rates and terms and conditions of service for petroleum pipeline transportation in intrastate commerce. Whether a pipeline provides service in interstate commerce or intrastate commerce is highly fact-dependent and determined on a case-by-case basis. We cannot provide assurance that the FERC will not, at some point, assert that some or all of the transportation service we provide that is not currently subject to our FERC tariffs is within its jurisdiction. If the FERC were successful with any such assertion, we may be required to pay refunds to customers and the FERC's rate-making methodologies may limit our ability to set rates based on our actual costs, delay the use of rates that reflect increased costs and subject us to potentially burdensome and expensive operational, reporting and other requirements. Service on the East Texas Crude Logistics System is currently subject to a temporary waiver issued by the FERC. If the conditions to the continued effectiveness of that East Texas Waiver Order are no longer true at any point, service on that system would become fully subject to the FERC tariff filing requirements and other regulatory requirements for the provision of transportation service. If we file tariffs, we may be required to provide a cost justification for the transportation charge. We would also be required to provide service to all prospective shippers making reasonable requests for service without undue discrimination and to operate in a manner that does not provide any undue preference to shippers. The rates under such tariffs may be insufficient to allow us to recover fully our cost of providing service on the affected pipelines, which could adversely affect our business, financial condition and results of operations.

In addition, regulation by the FERC may subject us to potentially burdensome and expensive operational, reporting and other requirements. We own pipeline assets in Texas, Arkansas, Louisiana and Oklahoma. In Texas, a pipeline, with some exceptions, is required to operate as a common carrier and provide transportation without discrimination. Arkansas provides that all intrastate oil pipelines are common carriers, but it exercises light-handed regulation over petroleum pipelines. In Louisiana, all pipelines conveying petroleum from a point of origin within the state to a destination within the state are declared common carriers. The Louisiana Public Service Commission is empowered with the authority to establish reasonable rates and regulations for the transport of petroleum by a common carrier, mandating public tariffs and providing of transportation without discrimination. In Oklahoma, oil and gas companies engaged in transporting oil or gas by pipeline within the state operate as common carriers, and are not permitted to engage in unlawful discrimination. State commissions have generally not been aggressive in regulating common carrier pipelines, have generally not investigated the rates or practices of petroleum pipelines in the absence of shipper complaints and generally resolve complaints informally. If the regulatory commissions in the states in which we operate change their policies and aggressively regulate the rates or terms of service of pipelines operating in those states, it could adversely affect our business, financial condition and results of operations.

The Federal Trade Commission, the FERC and the Commodity Futures Trading Commission ("CFTC") hold statutory authority to monitor certain segments of the physical and futures energy commodities markets. These agencies have imposed broad regulations prohibiting fraud and manipulation of such markets. With regard to our physical sales of oil or other energy commodities, and any related hedging activities that we undertake, we are required to observe the market-related regulations enforced by these agencies, which hold substantial enforcement authority. Failure to comply with such regulations, as interpreted and enforced, could have a material adverse effect on our business, results of operations and financial condition.

In addition, the fees we charge on certain of our other contracts not involving regulated or other pipelines are also subject to change based on inflation-based indices, such as certain sub-indices of the producer price index or the consumer price index. If the index rises, we will be able to increase our rates. However, if the index falls, we will be required to reduce our rates.

Delek Holdings' level of indebtedness, the terms of its borrowings and any future credit ratings could adversely affect our ability to grow our business, our ability to make cash distributions to our unitholders and our credit profile. Our current and future credit ratings may also be affected by Delek Holdings' level of indebtedness and creditworthiness.

Delek Holdings must devote a substantial portion of its cash flows from operations to service its debt and lease obligations, thereby reducing the availability of its cash flows to fund its growth strategy, including capital expenditures, acquisitions and other business opportunities that would expand its needs for logistics operations. Furthermore, a higher level of indebtedness at Delek Holdings may increase the risk that it may default on its obligations, including commercial agreements with us. The covenants contained in the agreements governing Delek Holdings' outstanding and future indebtedness may limit its ability to borrow additional funds for development and make certain investments and may directly or indirectly impact our operations in a similar manner. For example, Delek Holdings' indebtedness requires that any transactions it enters into with us must be on terms no less favorable to Delek Holdings than those that could have been obtained with an unrelated person. There is also the risk that if Delek Holdings were to default under certain of its debt obligations, Delek Holdings' creditors would attempt to assert claims against our assets during the litigation of their claims against Delek Holdings. The defense of any such claims could be costly and could materially impact our financial condition, even absent any adverse determination. In the event these claims were successful, our ability to meet our obligations to our creditors, make distributions and finance our operations could be materially and adversely affected.

Although we are not contractually bound by and are not liable for Delek Holdings' debt under its credit arrangements, we may be indirectly affected by certain prohibitions and limitations contained therein. Due to its ownership and control of our general partner, Delek Holdings has the ability to prevent us from taking actions that would cause Delek Holdings to violate any covenants in its credit arrangements, or otherwise to be in default under any of its credit arrangements. In deciding whether to prevent us from taking any such action, Delek Holdings will have no fiduciary duty to us or our unitholders. Delek Holdings' compliance with the covenants in its credit arrangements may restrict our ability to undertake certain actions that might otherwise be considered beneficial, including borrowing under our revolving credit facility.

Any debt instruments that Delek Holdings or any of its affiliates enter into in the future, including any amendments to existing credit facilities, may include additional or more restrictive limitations on Delek Holdings that may impact our ability to conduct our business. These additional restrictions could adversely affect our ability to finance our future operations or capital needs or engage in, expand or pursue our business activities.

Our current and future credit ratings may be adversely affected by any current and future credit rating of Delek Holdings, as credit rating agencies may consider the leverage and credit profile of Delek Holdings and its affiliates, because of their ownership interest in and control of us and because Delek Holdings accounts for a substantial majority of our contribution margin. Any adverse effect on our current and future credit ratings could increase our cost of borrowing or hinder our ability to raise financing in the capital markets, which could impair our ability to grow our business and make cash distributions to our unitholders.

Increases in interest rates could adversely impact the price of our common units, our ability to issue equity or incur debt for acquisitions or other purposes and our ability to make cash distributions at our intended levels.

Floating interest rates on our revolving credit facility, to the extent not hedged, and interest rates under future credit facilities and debt offerings, could be higher than current levels, causing our financing costs to increase accordingly. As with other yield-oriented securities, our unit price is impacted by the level of our cash distributions and implied distribution yield. The distribution yield is often used by investors to compare and rank yield-oriented securities for investment decision-making purposes. Therefore, changes in interest rates, either positive or negative, may affect the yield requirements of investors who invest in our common units, and a rising interest rate environment could have an adverse impact on the price of our common units, our ability to issue equity or incur debt for acquisitions or other purposes and our ability to make cash distributions at our intended levels.

Further, the administrator for LIBOR ceased publishing one-week and two-month U.S. dollar LIBOR at the end of 2021 and will cease publishing all remaining U.S. dollar LIBOR tenors in mid-2023. Concurrently, the United Kingdom's Financial Conduct Authority announced the cessation or loss of representativeness of the U.S. dollar LIBOR tenors from those dates. The U.S. Federal Reserve, in conjunction with the Alternative Reference Rates Committee, a steering committee comprised of, among other entities, large U.S. financial institutions, has recommended replacing U.S. dollar LIBOR with a new index, the Secured Overnight Financing Rate ("SOFR"), that measures the cost of borrowing cash overnight, backed by U.S. Treasury securities. SOFR is observed and backward-looking, which stands in contrast with LIBOR under the current methodology, which is an estimated forward-looking rate and relies, to some degree, on the expert judgement of submitting panel members. We are evaluating the potential impact of the eventual replacement of the LIBOR benchmark interest rate, including the

possibility of SOFR as the dominant replacement. Certain of our agreements use LIBOR as a “benchmark” or “reference rate” for various terms. Some agreements contain an existing LIBOR alternative. Where there is not an alternative, we expect to replace the LIBOR benchmark with an alternative reference rate. While we do not expect the transition to an alternative rate to have a significant impact on our business or operations, it is possible that the move away from LIBOR could materially impact our borrowing costs on our variable rate indebtedness.

Fixed rate debt, such as the 2025 Notes and 2028 Notes, exposes us to changes in the fair value of our debt due to changes in market interest rates. Fixed rate debt also exposes us to the risk that we may need to refinance maturing debt with new debt at higher rates.

Our right of first offer to acquire certain of Delek Holdings' existing logistics assets and certain assets that it may acquire or construct in the future is subject to risks and uncertainty, and we ultimately may not acquire any of those assets.

The Omnibus Agreement provides us with a right of first offer on certain of Delek Holdings' existing logistics assets and certain assets that it may acquire or construct in the future, subject to certain exceptions and time limitations. The consummation and timing of any future acquisitions pursuant to this right will depend on, among other things, Delek Holdings' willingness to offer such assets for sale and obtain any necessary consents, our ability to negotiate acceptable purchase agreements and commercial agreements with respect to such assets and our ability to obtain financing on acceptable terms. We can offer no assurance that we will be able to successfully consummate any future acquisitions pursuant to our right of first offer, and Delek Holdings is under no obligation to accept any offer that we may choose to make. In addition, we may decide not to exercise our right of first offer, if and when any assets are offered for sale, and our decision will not be subject to unitholder approval. In addition, our right of first offer may be terminated by Delek Holdings at any time in the event that it no longer controls our general partner.

If we are unable to make investments in joint ventures or acquisitions on economically acceptable terms, our future growth could be limited, and any investments or acquisitions we may make may negatively impact our financial condition, results of operations, cash flows, ability to service our indebtedness and ability to make distributions to unitholders.

A portion of our strategy to grow our business and increase distributions to unitholders is dependent on our ability to make acquisitions or invest in joint ventures that result in an increase in cash flow. If we are unable to make acquisitions from Delek Holdings or third parties or invest in joint ventures, because we are unable to identify attractive acquisition or project candidates or negotiate acceptable purchase contracts, or if we are unable to obtain financing for these acquisitions or investments on economically acceptable terms, or if we are outbid by competitors or if we or the seller are unable to obtain any necessary consents, our future growth and ability to increase distributions to unitholders may be limited. Furthermore, even if we do consummate acquisitions or investments in joint ventures that we believe will be accretive, they may in fact result in a decrease in cash flow. Any acquisition or investment involves potential risks, including, among other things:

- mistaken assumptions about revenues and costs, including synergies;
- the assumption of known or unknown liabilities;
- limitations on rights to indemnity from the seller;
- mistaken assumptions about the overall costs of equity or debt;
- the diversion of management's attention from other business concerns;
- ineffective or poor integration of such acquisitions;
- unforeseen difficulties operating multi-customer and product assets in new product areas or new markets; and
- customer or key employee losses at the acquired businesses.

If we consummate any future acquisitions or investments in joint ventures, our capitalization and results of operations may change significantly, and unitholders will not have the opportunity to evaluate the economic, financial and other relevant information that we will consider in determining the application of these funds and other resources.

The expansion of existing assets and construction of new assets, including through joint venture investments, may not result in revenue increases and will be subject to regulatory, environmental, political, legal, economic and other risks, which could adversely affect our financial condition, results of operations, cash flows, ability to service our indebtedness and ability to make distributions to unitholders.

A portion of our strategy to grow and increase distributions to unitholders is dependent on our ability to expand existing assets and to construct additional assets, including through investments in joint ventures. The construction of a new pipeline or terminal, or the expansion of an existing pipeline or terminal, involves numerous regulatory, environmental, political and legal uncertainties, most of which are beyond our control. If we, or joint ventures we invest in, undertake these types of projects, they may not be completed on schedule, or at all, or at the budgeted cost. Moreover, we, or the joint ventures we invest in, may not receive sufficient long-term contractual commitments from customers to provide the revenue needed to support such projects. Even if such commitments are received, an increase in revenue may not be realized for an extended period of time. For instance, if we build, or invest in a joint venture that builds, a new pipeline, the construction will occur over an extended period of time, and we will not receive any material increases in revenues until after completion of the project, if at all. In addition, we, or the joint ventures we invest in, may construct facilities to capture anticipated future growth in production in a region or gain access to crude supplies at lower costs, and such growth or access may not materialize. As a result, new facilities may not be able to attract enough throughput to

achieve the expected return on investment, which could adversely affect our results of operations and financial condition and our ability to make distributions to our unitholders.

We do not own all of the land on which most of our pipelines and several of our facilities are located, which could result in disruptions to our operations.

We do not own all of the land on which most of our pipelines, tank farms and terminal facilities are located, and we are therefore subject to the possibility of more onerous terms and/or increased costs to retain necessary land use if we do not have valid rights-of-way or leases, if such rights-of-way or leases lapse or terminate or if our facilities are not properly located within the boundaries of such leases or rights-of-way. We obtain the rights to construct and operate our pipelines on land owned by third parties and governmental agencies, and some of those agreements may grant us those rights for only a specific period of time. Our loss of such rights, through our inability to renew any rights-of-way contracts, or a significant increase in the costs of these rights, could have a material adverse effect on our business, financial condition, results of operations and cash flows and our ability to make distributions to our unitholders.

We could incur substantial costs or disruptions in our business if we cannot obtain or maintain, or otherwise fail to maintain, necessary permits and authorizations or otherwise comply with health, safety, environmental and other laws and regulations.

Our operations require numerous permits and authorizations under various laws and regulations. These authorizations and permits are subject to revocation, renewal or modification and can require operational changes to limit impacts or potential impacts on the environment and/or health and safety. A violation of authorization or permit conditions or other legal or regulatory requirements could result in substantial fines, criminal sanctions, permit revocations, injunctions and/or facility shutdowns. In addition, material modifications of our operations or changes in applicable laws could require modifications to our existing permits or upgrades to our existing pollution control equipment. Any or all of these matters could have a negative effect on our business, results of operations and cash flows.

Climate change legislation or regulations restricting emissions of greenhouse gases could result in increased operating and capital costs and reduced demand for our products and services.

The threat of climate change continues to attract considerable attention in the United States and in foreign countries. Numerous proposals have been made and could continue to be made at the international, national, regional and state levels of government to monitor and limit existing emissions of greenhouse gases, or “GHGs” as well as to restrict or eliminate such future emissions. As a result, our operations are subject to a series of regulatory, political, litigation, and financial risks associated with the production and processing of fossil fuels and emission of GHGs.

In the United States, no comprehensive climate change legislation has been implemented at the federal level. However, following the U.S. Supreme Court finding that GHG emissions constitute a pollutant under the Clean Air Act, the EPA has adopted regulations that, among other things, establish construction and operating permit reviews for GHG emissions from certain large stationary sources, require the monitoring and annual reporting of GHG emissions from certain petroleum and natural gas system sources in the United States, implement New Source Performance Standards directing the reduction of methane from certain new, modified, or reconstructed facilities in the oil and natural gas sector, and together with the DOT, implement GHG emissions limits on vehicles manufactured for operation in the United States.

Additionally, various states and groups of states have adopted or are considering adopting legislation, regulations or other regulatory initiatives that are focused on such areas as GHG cap and trade programs, carbon taxes, reporting and tracking programs, and restriction of GHG emissions. At the international level, in April 2016, the U.S. became a signatory to the 2015 United Nations Conference on Climate Change, which led to the creation of the Paris Agreement. After beginning the process to withdraw from participation in the Paris Agreement in 2017, in 2021 the U.S. rejoined the Paris Agreement. The adoption and implementation of new or more stringent legislation or regulations could result in increased costs of compliance or costs of consuming, and thereby reduce demand for, oil and natural gas, which could reduce demand for our services and products.

Concern over the threat of climate change may also result in political action deleterious to our interests. Separately, increased attention to climate change risks has increased the possibility of claims brought by public and private entities against oil and gas companies in connection with their GHG emissions. While courts have generally declined to assign direct liability for climate change to large sources of GHG emissions, new claims for damages and increased government scrutiny, especially from state and local governments, will likely continue. Moreover, to the extent societal pressures or political or other factors are involved, it is possible that such liability could be imposed without regard to the company's causation of or contribution to the asserted damage, or to other mitigating factors.

There are also increasing financial risks for fossil fuel producers as shareholders currently invested in fossil-fuel energy companies concerned about the potential effects of climate change may elect in the future to shift some or all of their investments into non-energy related sectors. Institutional lenders who provide financing to fossil-fuel energy companies also have become more attentive to sustainable lending practices and some of them may elect not to provide funding for fossil fuel energy companies. Additionally, the lending practices of institutional lenders have been the subject of intensive lobbying efforts in recent years, oftentimes public in nature, by environmental activists, proponents of the international Paris Agreement, and foreign citizenry concerned about climate change. Limitation of investments in and financings for fossil fuel energy companies could result in the restriction, delay or cancellation of drilling programs or development or production activities. One or more of these developments could have a material adverse effect on our business, financial condition and results of operation.

Finally, it should be noted that many scientists have concluded that increasing concentrations of GHGs in the Earth's atmosphere may produce climate changes that have significant physical effects, such as increased frequency and severity of storms, floods and other climatic events; if any such effects were to occur, they could have an adverse effect on our operations or our customers' exploration and production operations, which in turn could affect demand for our services.

In 2010, the EPA and the National Highway Transportation Safety Administration ("NHTSA") finalized new standards, raising the required Corporate Average Fuel Economy, or CAFE, standard of the nation's passenger fleet by 40% to approximately 35 miles per gallon by 2016 and imposing the first ever federal GHG emissions standards on cars and light trucks. In September 2011, the EPA and the DOT finalized first-time standards for fuel economy of medium and heavy duty trucks. On August 28, 2012, the EPA and NHTSA announced final regulations that mandated further decreases in passenger vehicle GHG emissions and increases in fuel economy beginning with 2017 model year vehicles and increasing to the equivalent of 54.5 miles per gallon by 2025. During 2016, the EPA conducted a mid-term evaluation of progress in meeting vehicle GHG standards and in January 2017 the EPA issued a determination to maintain the current GHG emissions standards for model year (MY) 2022-2025 vehicles, but that action was subsequently withdrawn on April 13, 2018. In March 2017, EPA announced its decision to reopen the mid-term evaluation process and reconsider the January 2017 determination. As a result, GHG emissions standards for MY 2022-2025 vehicles remain uncertain. In August 2016, the EPA and the NHTSA jointly finalized standards for medium- and heavy-duty vehicles regulating fuel efficiency and carbon pollution. On August 10, 2021, the NHTSA proposed to amend the CAFE standards previously published in 2020 (for model years 2024-2026) to increase the stringency at a rate of 8% a year, rather than the 1.5% set previously. Such increases in fuel economy standards and potential electrification of the vehicle fleet, along with mandated increases in use of renewable fuels discussed above, could result in decreasing demand for petroleum fuels. Decreasing demand for petroleum fuels could materially affect profitability at Delek Holdings' refineries, which could adversely impact our business, results of operations and cash flows.

Our operations are subject to federal and state laws and regulations relating to product quality specifications, and we could be subject to damages based on claims brought against us by our customers or lose customers as a result of the failure of products we distribute to meet certain quality specifications.

Various federal and state agencies prescribe specific product quality specifications for refined products, including vapor pressure, sulfur content, benzene content, ethanol content and biodiesel content. Changes in product quality specifications or blending requirements could reduce our throughput volume, require us to incur additional handling costs or require capital expenditures. For example, mandated increases in use of renewable fuels could require the construction of additional storage and blending equipment. If we are unable to recover these costs through increased revenues, our cash flows and ability to pay cash distributions to our unitholders could be adversely affected. Violations of product quality laws attributable to our operations could subject us to significant fines and penalties as well as negative publicity. In addition, changes in the product quality of the products we receive on our pipeline system could reduce or eliminate our ability to blend products.

Increasing attention to environmental, social and governance matters may impact our business, financial results or stock price.

In recent years, increasing attention has been given to corporate activities related to environmental, social and governance ("ESG") matters in public discourse and the investment community. A number of advocacy groups, both domestically and internationally, have campaigned for governmental and private action to promote change at public companies related to ESG matters, including through the investment and voting practices of investment advisers, public pension funds, universities and other members of the investing community. These activities include increasing attention and demands for action related to climate change, promoting the use of substitutes to fossil fuel products, and encouraging the divestment of companies in the fossil fuel industry. These activities could reduce demand for our products, reduce our profits, increase the potential for investigations and litigation, impair our brand and have negative impacts on our common limited partner unit price and access to capital markets.

In addition, organizations that provide information to investors on corporate governance and related matters have developed ratings systems for evaluating companies on their approach to ESG matters. These ratings are used by some investors to inform their investment and voting decisions. Unfavorable ESG ratings may lead to increased negative investor sentiment toward us and our industry and to the diversion of investment to other industries, which could have a negative impact on our stock price and our access to and costs of capital.

Acts of terror or sabotage, threats of war, armed conflict or war may hinder or prevent us from conducting our business.

Acts of sabotage or terrorist attacks (including cyber-attacks) in the U.S., as well as events occurring in response to or in connection with them, including political instability in significant oil producing regions such as the Middle East, Africa, the former Soviet Union and South America, may harm our business. Energy-related assets (which could include refineries, pipelines and terminals) may be at greater risk of future terrorist attacks than other possible targets in the U.S. In addition, the State of Israel, where Delek Holdings Group, the former parent company of Delek Holdings, is based, has suffered armed conflicts and political instability in recent years. We may be more susceptible to a direct attack as a result of our connection to Israel.

A direct attack on our assets, or the assets of others used by us, could have a material adverse effect on our business, financial condition and results of operations.

Uncertainty surrounding new or continued global hostilities or other sustained military campaigns, and the possibility that infrastructure facilities could be direct targets of, or indirect casualties of, an act of terror, armed conflict or war, may affect our operations in unpredictable ways, including disruptions of crude oil supplies and markets for refined products. In addition, any terrorist attack, armed conflict, war or political

instability in the significant oil producing regions such as the Middle East, Africa, the former Soviet Union and South America could have an adverse impact on energy prices, including prices for crude oil, other feedstocks and refined petroleum products, and an adverse impact on the margins from our petroleum product marketing operations. The long-term impacts of terrorist attacks and the threat of future terrorist on the energy transportation terrorist attacks or vandalism could result in increased costs to our business. In addition, disruption or significant increases in energy prices could result in government-imposed price controls. Any one of, or a combination of, these occurrences could have a material adverse effect on our business, financial condition and results of operations.

Further, changes in the insurance markets attributable to terrorist attacks or acts of sabotage could make certain types of insurance more difficult for us to obtain. Moreover, the insurance that may be available to us may be significantly more expensive than our existing insurance coverage. Instability in the financial markets as a result of terrorism, sabotage or war could also affect our ability to raise capital, including our ability to repay or refinance debt.

Our customers' operating results are seasonal and generally lower in the first and fourth quarters of the year. Our customers depend on favorable weather conditions in the spring and summer months.

The volume and throughput of crude oil and refined products transported through our pipelines and sold through our terminals and to third parties is directly affected by the level of supply and demand for all of such products in the markets served directly or indirectly by our assets. Supply and demand for such products fluctuates during the calendar year. Demand for gasoline, for example, is generally higher during the summer months than during the winter months due to seasonal increases in motor vehicle traffic and demand for asphalt products, which is a substantial product of Delek Holdings' El Dorado Refinery, is lower in the winter months. In addition, our refining customers, such as Delek Holdings, occasionally slow or shut down operations to perform planned maintenance during the winter, when demand for their products is lower. Accordingly, these factors can affect the need for crude oil or refined products by our customers, and therefore limit our volumes or throughput during these periods, and could adversely affect our customers' business, financial condition and results of operations, which may adversely affect our business, financial condition and results of operations.

Legislative and regulatory measures could have an adverse effect on our ability to use derivative instruments to reduce the effect of commodity price, interest rate and other risks associated with our business.

Provisions of the Dodd-Frank Wall Street Reform and Consumer Protection Act and certain rules and regulations promulgated by the CFTC, the SEC, and other governmental bodies may have a material adverse effect on our ability to hedge our exposure to commodity prices, interest rates and other risks to the extent that we use derivatives to do so.

We rely on information technology in our operations, and any material failure, inadequacy, interruption, cyber-attack or security failure of that technology could harm our business.

We rely on information technology across our operations, including in the monitoring of the movement of petroleum through our pipelines and terminals and of various other processes and transactions. We utilize information technology systems and controls throughout our operations to capture accounting, technical and regulatory data for subsequent archiving, analysis and reporting. Disruption, failure, or cyber security breaches affecting or targeting our computer and telecommunications, our infrastructure, or the infrastructure of our cloud-based IT service providers may materially impact our business and operations. An undetected failure of these systems, because of power loss, unsuccessful transition to upgraded or replacement systems, unauthorized access or other cyber breach or attack could result in disruption to our business operations, access to or disclosure or loss of data and/or proprietary information, personal injuries and environmental damage, which could have an adverse effect on our business, reputation, and effectiveness. We could also be subject to resulting investigation and remediation costs as well as regulatory enforcement of private litigation and related costs, which could have a material adverse impact on our cash flow and results of operations.

We rely on commercially available systems, software, tools and monitoring to provide security for processing, transmission and storage of confidential customer information, such as payment card and personal credit information.

The implementation of social distancing measures and other limitations on the workforce of our affiliates in response to the COVID-19 Pandemic have necessitated portions of the workforce of our affiliates switching to remote work arrangements. The increase in companies and individuals working remotely has increased the frequency and scope of cyber-attacks and the risk of potential cybersecurity incidents, both deliberate attacks and unintentional events. Despite our security measures, we experience attempts by external parties to penetrate and attack our networks and systems. Although such attempts to date have not, to our knowledge, resulted in any material breaches, disruptions, or loss of business-critical information, our systems and procedures for protecting against such attacks and mitigating such risks may prove to be insufficient in the future and such attacks could have an adverse impact on our business and operations, including damage to our reputation and competitiveness, remediation costs, litigation or regulatory actions. In addition, as technologies evolve, and cyber-attacks become more sophisticated, we may incur significant costs to upgrade or enhance our security measures to protect against such attacks and we may face difficulties in fully anticipating or implementing adequate preventive measures or mitigating potential harm. We could also be liable under laws that protect the privacy of personal information, subject to regulatory penalties, experience damage to our reputation or a loss of consumer confidence, or incur additional costs for remediation and modification or enhancement of our information systems to prevent future occurrences, all of which could adversely affect our reputation, business, operations or financial results.

We may be adversely affected by the effects of inflation.

Inflation has the potential to adversely affect our liquidity, business, financial condition and results of operations by increasing our overall cost structure, particularly if we are unable to achieve commensurate increases in the prices we charge our customers. The existence of inflation in the economy has the potential to result in higher interest rates and capital costs, supply shortages, increased costs of labor, weakening exchange rates and other similar effects. As a result of inflation, we have experienced and may continue to experience, cost increases. Although we may take measures to mitigate the impact of this inflation, if these measures are not effective our business, financial condition, results of operations and liquidity could be materially adversely affected. Even if such measures are effective, there could be a difference between the timing of when these beneficial actions impact our results of operations and when the cost inflation is incurred.

Our business could be adversely impacted as a result of Delek Holdings' and our general partner's failure to retain or attract key talent.

We are dependent on the services of Delek Holdings' and our general partner's employees. Their failure to retain or attract key talent with specific capabilities could interfere with our ability to execute our business strategy, and could diminish our ability to execute and integrate strategic transactions. As a result, our ability to remain competitive in our industry sector and/or to operate effectively could be adversely impacted.

Evolving employee preferences and values, inflationary pressures, shortages in the labor market, increased employee turnover, and changes in the availability of workers could make it more difficult for Delek Holdings and our general partner to retain or attract key talent and could increase their labor costs, which could have a material adverse effect on our liquidity, business, financial condition and results of operations.

Inflation, and other factors, could increase Delek Holdings' and our general partner's costs of providing employee benefits. Their failure, or any perceived failure to provide such benefits, could impact our competitive position, which could in turn negatively affect our liquidity, business, financial condition and results of operations.

Risks Relating to Our Partnership Structure

Our general partner and its affiliates, including Delek Holdings, have conflicts of interest with us and limited duties to us and our unitholders, and they may favor their own interests to the detriment of us and our other common unitholders.

Delek Holdings controls our general partner and appoints all of the officers and directors of our general partner. In addition, all of the officers and two of the directors of our general partner are also officers and/or directors of Delek Holdings. See Item 10. Directors, Executive Officers and Corporate Governance. Although our general partner has a contractual obligation to manage us in a manner that is beneficial to us and our unitholders, the directors and officers of our general partner have a fiduciary duty to manage our general partner in a manner that is beneficial to Delek Holdings. Conflicts of interest will arise from time to time between Delek Holdings, and our general partner, on the one hand, and us and our unitholders, on the other hand. In resolving these conflicts of interest, our general partner may favor its own interests and the interests of Delek Holdings over our interests and the interests of our unitholders. These conflicts include the following situations, among others:

- Our Partnership Agreement replaces the fiduciary duties that would otherwise be owed by our general partner with contractual standards governing its duties, limits our general partner's liabilities and restricts the remedies available to our unitholders for actions that, without such limitations, might constitute breaches of fiduciary duty.
- Neither our Partnership Agreement nor any other agreement requires Delek Holdings to pursue a business strategy that favors us or utilizes our assets, including whether to increase or decrease refinery production, whether to shut down or reconfigure a refinery or what markets to pursue or grow. The directors and officers of Delek Holdings have a fiduciary duty to make these decisions in the best interests of the stockholders of Delek Holdings, which may be contrary to our interests. Delek Holdings may choose to shift the focus of its investment and growth to areas not served by our assets.
- Delek Holdings, as our primary customer, has an economic incentive to cause us not to seek higher service fees, even if such higher fees could be obtained in arm's-length, third-party transactions. Furthermore, under many of our commercial agreements with them, Delek Holdings' consent is required before we may enter into an agreement with any third party with respect to certain of our assets, including those that serve the El Dorado, Tyler and Big Spring Refineries, and Delek Holdings has an incentive to cause us not to pursue such third-party contracts in certain circumstances.
- Our general partner is allowed to take into account the interests of parties other than us, such as Delek Holdings, in resolving conflicts of interest.
- All of the officers and two of the directors of our general partner are also officers and/or directors of Delek Holdings and owe fiduciary duties to Delek Holdings. These officers will also devote significant time to the business of Delek Holdings and will be compensated by Delek Holdings accordingly.
- Delek Holdings may be constrained by the terms of its debt instruments from taking actions, or refraining from taking actions, that may be in our best interests.
- Except in limited circumstances, our general partner has the power and authority to conduct our business without unitholder approval.
- Disputes may arise under our commercial agreements with Delek Holdings.
- Our general partner determines the amount and timing of asset purchases and sales, borrowings, issuances of additional partnership units and the creation, reduction or increase of cash reserves, each of which can affect the amount of cash available for distribution to our unitholders.
- Our general partner determines the amount and timing of any capital expenditures and whether a capital expenditure is classified as a maintenance capital expenditure, which reduces operating surplus, or an expansion or investment capital expenditure, which does not reduce operating surplus. This determination can affect the amount of cash that is distributed to our unitholders.
- Our general partner determines which costs incurred by it are reimbursable by us.
- Our general partner may cause us to borrow funds in order to permit the payment of cash distributions, even if the purpose or effect of the borrowing is to make a distribution on their common units.
- Our Partnership Agreement does not restrict our general partner from causing us to pay it or its affiliates for any services rendered to us or entering into additional contractual arrangements with any of these entities on our behalf.
- Our general partner intends to limit its liability regarding our contractual and other obligations.
- If at any time our general partner and its affiliates together own 85% or more of our outstanding common units, then our general partner may exercise its right to call and purchase all of the common units not owned by it and its affiliates. This 85% threshold will automatically decrease to 80% if at any time our general partner and its affiliates together own less than 77% of our outstanding common units.
- Our general partner decides whether to retain separate counsel, accountants or other advisers to perform services for us.

Our Partnership Agreement replaces the fiduciary duties that would otherwise be owed by our general partner with contractual standards governing its duties.

Our Partnership Agreement contains provisions that eliminate the fiduciary standards to which our general partner would otherwise be held by state fiduciary duty law and replaces those duties with several different contractual standards. For example, our Partnership Agreement permits our general partner to make a number of decisions in its individual capacity, as opposed to in its capacity as our general partner, free of any duties to us and our unitholders other than the implied contractual covenant of good faith and fair dealing, which means that a court will enforce the reasonable expectations of the partners where the language in the Partnership Agreement does not provide for a clear course of action. This provision entitles our general partner to consider only the interests and factors that it desires and relieves it of any duty or obligation to give any consideration to any interest of, or factors affecting, us, our affiliates or our limited partners. Examples of decisions that our general partner may make in its individual capacity include:

- how to allocate corporate opportunities among us and its other affiliates;
- whether to exercise its limited call right;
- whether to seek approval of the resolution of a conflict of interest by the conflicts committee of the board of directors of our general partner;
- how to exercise its voting rights with respect to the units it owns;
- whether to exercise its registration rights;
- whether to elect to reset target distribution levels; and
- whether or not to consent to any merger or consolidation of the Partnership or amendment to the Partnership Agreement.

Delek Holdings may compete with us.

Delek Holdings may compete with us. Under the Omnibus Agreement, Delek Holdings and its affiliates have agreed not to engage in, whether by acquisition or otherwise, the business of owning or operating crude oil or refined products pipelines, terminals or storage facilities in the United States that are not within, directly connected to, substantially dedicated to, or otherwise an integral part of, any refinery owned, acquired or constructed by Delek Holdings. This restriction, however, does not apply to:

- any assets that were owned by Delek Holdings upon the completion of our initial public offering (including replacements or expansions of those assets);
- any asset or business that Delek Holdings acquires or constructs that has a fair market value of less than \$5.0 million; and
- any asset or business that Delek Holdings acquires or constructs that has a fair market value of \$5.0 million or more if we have been offered the opportunity to purchase the asset or business for fair market value not later than six months after completion of such acquisition or construction, and we decline to do so.

As a result, Delek Holdings has the ability to construct assets which directly compete with our assets. The limitations on the ability of Delek Holdings to compete with us are terminable by either party if Delek Holdings ceases to control our general partner.

Pursuant to the terms of our Partnership Agreement, the doctrine of corporate opportunity, or any analogous doctrine, does not apply to our general partner or any of its affiliates, including its executive officers and directors and Delek Holdings. Any such person or entity that becomes aware of a potential transaction, agreement, arrangement or other matter that may be an opportunity for us will not have any duty to communicate or offer such opportunity to us. Any such person or entity will not be liable to us or to any limited partner for breach of any fiduciary duty or other duty by reason of the fact that such person or entity pursues or acquires such opportunity for itself, directs such opportunity to another person or entity or does not communicate such opportunity or information to us. This may create actual and potential conflicts of interest between us and affiliates of our general partner and result in less than favorable treatment of us and our common unitholders.

If unitholders are not eligible holders, their common limited partner units may be subject to redemption.

We have adopted certain requirements regarding those investors who may own our common units. Eligible holders are limited partners whose (i) federal income tax status is not reasonably likely to have a material adverse effect on the rates that can be charged by us on assets that provide services that are subject to regulation by the FERC or an analogous regulatory body and (ii) nationality, citizenship or other related status would not create a substantial risk of cancellation or forfeiture of any property in which we have an interest, in each case as determined by our general partner with the advice of counsel. If you are not an eligible holder, in certain circumstances as set forth in our Partnership Agreement, your units may be redeemed by us at the then-current market price. The redemption price will be paid in cash or by delivery of a promissory note, as determined by our general partner.

Our Partnership Agreement requires that we distribute all of our available cash, which could limit our ability to grow and make acquisitions.

We expect that we will distribute all of our available cash quarterly to our unitholders and, to the extent not otherwise reserved for, will rely primarily upon cash flows from operations, borrowings under our revolving credit facility and potential future issuances of debt and equity

securities, to fund our acquisitions and expansion capital expenditures. As a result, to the extent we are unable to finance growth, our cash distribution policy could significantly impair our ability to grow.

In addition, because we intend to distribute all of our available cash, our growth may not be as fast as that of businesses that reinvest some of their available cash to expand ongoing operations. To the extent we issue additional units in connection with any acquisitions or expansion of capital expenditures, the payment of distributions on those additional units may increase the risk that we will be unable to maintain or increase our per-unit distribution level. There are no limitations in our Partnership Agreement, and we do not anticipate there being limitations in any of our credit facilities, on our ability to issue additional units, including units ranking senior to the common limited partner units. The incurrence of additional borrowings, or other debt, to finance our growth strategy would result in increased interest expense, which in turn may impact the available cash that we have to distribute to our unitholders.

Our Partnership Agreement restricts the remedies available to holders of our common limited partner units for actions taken by our general partner that might otherwise constitute breaches of fiduciary duty.

Our Partnership Agreement contains provisions that restrict the remedies available to unitholders for actions taken by our general partner that might otherwise constitute breaches of fiduciary duty under state fiduciary duty law. For example, our Partnership Agreement provides that:

- whenever our general partner, the board of directors of our general partner or any committee thereof (including the conflicts committee) makes a determination or takes, or declines to take, any other action in their respective capacities, our general partner, the board of directors of our general partner and any committee thereof (including the conflicts committee), as applicable, is required to make such determination, or take or decline to take such other action, in good faith, meaning that it subjectively believed that the decision was in the best interests of the Partnership, and, except as specifically provided by our Partnership Agreement, will not be subject to any other or different standard imposed by our Partnership Agreement, Delaware law, or any other law, rule or regulation, or at equity;
- our general partner will not have any liability to us or our unitholders for decisions made in its capacity as a general partner so long as such decisions are made in good faith;
- our general partner and its officers and directors will not be liable for monetary damages to us or our limited partners resulting from any act or omission, unless there has been a final and non-appealable judgment entered by a court of competent jurisdiction determining that our general partner or its officers and directors, as the case may be, acted in bad faith or engaged in fraud or willful misconduct or, in the case of a criminal matter, acted with knowledge that the conduct was criminal; and
- our general partner will not be in breach of its obligations under the Partnership Agreement (including any duties to us or our unitholders) if a transaction with an affiliate or the resolution of a conflict of interest is:
 - approved by the conflicts committee of the board of directors of our general partner, although our general partner is not obligated to seek such approval;
 - approved by the vote of a majority of the outstanding common limited partner units, excluding any common units owned by our general partner and its affiliates;
 - determined by the board of directors of our general partner to be on terms no less favorable to us than those generally being provided to or available from unrelated third parties; or
 - determined by the board of directors of our general partner to be fair and reasonable to us, taking into account the totality of the relationships among the parties involved, including other transactions that may be particularly favorable or advantageous to us.

In connection with a situation involving a transaction with an affiliate or a conflict of interest, any determination by our general partner or its conflicts committee must be made in good faith. If an affiliate transaction or the resolution of a conflict of interest is not approved by our common unitholders or the conflicts committee and the board of directors of our general partner determines that the resolution or course of action taken with respect to the affiliate transaction or conflict of interest satisfies either of the standards set forth in the third and fourth sub bullets above, then it will be presumed that, in making its decision, the board of directors of our general partner acted in good faith, and in any proceeding brought by or on behalf of any limited partner or the Partnership challenging such determination, the person bringing or prosecuting such proceeding will have the burden of overcoming such presumption. The general partner may still take action with respect to any affiliate transactions or the resolution of a conflict of interest without satisfying any of the sub bullets above. In such case, it is not entitled to the presumption of good faith discussed above.

The administrative services fee and reimbursements due to our general partner and its affiliates for services provided to us or on our behalf will reduce our cash available for distribution to our common unitholders. The amount and timing of such reimbursements will be determined by our general partner.

Prior to making any distribution on our common limited partner units, we will reimburse our general partner and its affiliates, including Delek Holdings, for costs and expenses they incur and payments they make on our behalf. Under the Omnibus Agreement, we will pay Delek Holdings an annual fee and reimburse Delek Holdings and its subsidiaries for Delek Holdings' provision of various centralized corporate services. Additionally, we will reimburse Delek Holdings for direct or allocated costs and expenses incurred on our behalf, including administrative costs, such as compensation expense for those persons who provide services necessary to run our business, and insurance expenses. We also expect to incur incremental annual general and administrative expense as a result of being a publicly traded partnership.

Our Partnership Agreement provides that our general partner will determine in good faith the expenses that are allocable to us. The reimbursement of expenses and payment of fees, if any, to our general partner and its affiliates will reduce the amount of available cash to pay cash distributions to our common unitholders.

Holders of our common limited partner units have limited voting rights and are not entitled to elect our general partner or its directors.

Unlike the holders of common stock in a corporation, unitholders have only limited voting rights on matters affecting our business and, therefore, limited ability to influence management's decisions regarding our business. Unitholders will have no right on an annual or ongoing basis to elect our general partner or its board of directors. Rather, the board of directors of our general partner will be appointed by the sole member of the general partner, Delek Logistics Services Company. Furthermore, if the unitholders are dissatisfied with the performance of our general partner, they will have little ability to remove our general partner. As a result of these limitations, the price at which the common limited partner units will trade could be diminished because of the absence or reduction of a takeover premium in the trading price. Our Partnership Agreement also contains provisions limiting the ability of unitholders to call meetings or to acquire information about our operations, as well as other provisions limiting the unitholders' ability to influence the manner or direction of management.

Even if holders of our common limited partner units are dissatisfied, they cannot remove our general partner without its consent.

Unitholders are unable to remove our general partner without its consent, because our general partner and its affiliates, including Delek Holdings, own sufficient units to be able to prevent its removal. The vote of the holders of at least 66 2/3% of all outstanding common limited partner units is required to remove our general partner. As of February 18, 2022, Delek Holdings owned 79.2% of our outstanding common limited partner units.

Our Partnership Agreement restricts the voting rights of unitholders owning 20% or more of our common limited partner units.

Unitholders' voting rights are further restricted by a provision of our Partnership Agreement providing that any units held by a person that owns 20% or more of any class of units then outstanding, other than our general partner, its affiliates, their transferees and persons who acquired such units with the prior approval of the board of directors of our general partner, cannot vote on any matter.

Our general partner's interest in us and the control of our general partner may be transferred to a third party without unitholder consent.

Our Partnership Agreement does not restrict the ability of Delek Holdings to transfer all or a portion of its general partner interest or its ownership interest in our general partner to a third party. Our general partner, or the new owner of our general partner, would then be in a position to replace the board of directors and officers of our general partner with its own designees and thereby exert significant control over the decisions made by the board of directors and officers of our general partner.

We may issue additional units without unitholder approval, which would dilute unitholder interests.

Our Partnership Agreement does not limit the number of additional limited partner interests, including limited partner interests that rank senior to the common limited partner units that we may issue at any time without the approval of our unitholders. The issuance by us of additional common limited partner units or other equity securities of equal or senior rank will have the following effects:

- our existing unitholders' proportionate ownership interest in us will decrease;
- the amount of cash available for distribution on each unit may decrease;
- the ratio of taxable income to distributions may increase;
- the relative voting strength of each previously outstanding unit may be diminished; and
- the market price of the common limited partner units may decline.

Delek Holdings may sell units in the public or private markets, and such sales could have an adverse impact on the trading price of the common units.

As of February 18, 2021, Delek Holdings held 34,452,148 common limited partner units. In addition, we have agreed to provide Delek Holdings with certain registration rights on a portion of these units. We have filed a shelf registration statement with the SEC for the re-sale or other disposition from time to time by Delek Holdings of up to 14.0 million common limited partner units. We will not receive any proceeds from the sale of these units by Delek Holdings. The sale of these units in the public or private markets could have an adverse impact on the price of the common units or on any trading market that may develop.

Our general partner intends to limit its liability regarding our obligations.

Our general partner intends to limit its liability under contractual arrangements, so that the counterparties to such arrangements have recourse only against our assets and not against our general partner or its assets. Our general partner may therefore cause us to incur indebtedness or other obligations that are nonrecourse to our general partner. Our Partnership Agreement permits our general partner to limit its liability, even if we could have obtained more favorable terms without the limitation on liability. In addition, we are obligated to reimburse or indemnify our general partner to the extent that it incurs obligations on our behalf. Any such reimbursement or indemnification payments would reduce the amount of cash otherwise available for distribution to our unitholders.

Our general partner has a limited call right that may require our unitholders to sell their units at an undesirable time or price.

If at any time our general partner and its affiliates own more than 85% of our common units, our general partner will have the right, which it may assign to any of its affiliates or to us, but not the obligation, to acquire all, but not less than all, of the common units held by unaffiliated persons at a price that is not less than their then-current market price, as calculated pursuant to the terms of our Partnership Agreement. The ownership threshold will drop to 80% automatically if the ownership of common units by our general partner and its affiliates falls below 77% of the outstanding common units. As a result, our unitholders may be required to sell their common units at an undesirable time or price and may not receive any positive return on their investment. Our unitholders may also incur a tax liability upon any such sale of their units to Delek Holdings. At February 18, 2022, Delek Holdings owned 34,452,148 common limited partner units, or 79.2% of our total outstanding common limited partner units.

Our unitholders' liability may not be limited if a court finds that unitholder action constitutes control of our business.

A general partner of a partnership generally has unlimited liability for the obligations of the partnership, except for those contractual obligations of the partnership that are expressly made without recourse to the general partner. The Partnership is organized under Delaware law, and we conduct business in a number of other states. The limitations on the liability of holders of limited partner interests for the obligations of a limited partnership have not been clearly established in some of the other states in which we do business. Our unitholders could be held liable for any and all of our obligations as if they were general partners if a court or government agency were to determine that:

- we were conducting business in a state but had not complied with that particular state's partnership statute; or
- our unitholders' right to act with other unitholders to remove or replace our general partner, to approve some amendments to our Partnership Agreement or to take other actions under our Partnership Agreement constitute "control" of our business.

Unitholders may have liability to repay distributions that were wrongfully distributed to them.

Under certain circumstances, unitholders may have to repay amounts wrongfully returned or distributed to them. Under Section 17-607 of the Delaware Revised Uniform Limited Partnership Act, we may not make a distribution to our unitholders if the distribution would cause our liabilities to exceed the fair value of our assets. Delaware law provides that for a period of three years from the date of an impermissible distribution, limited partners who received the distribution and who knew at the time of the distribution that it violated Delaware law will be liable to the limited partnership for the distribution amount. Transferees of common limited partner units are liable both for the obligations of the transferor to make contributions to the Partnership that were known to the transferee at the time of transfer and for those obligations that were unknown if the liabilities could have been determined from the Partnership Agreement. Neither liabilities to partners on account of their partnership interest nor liabilities that are non-recourse to the partnership are counted for purposes of determining whether a distribution is permitted.

The NYSE does not require a publicly traded limited partnership like us to comply with certain of its corporate governance requirements.

Our common limited partner units are listed on the New York Stock Exchange (the "NYSE"). Because we are a publicly traded limited partnership, the NYSE does not require us to have a majority of independent directors on our general partner's board of directors or to establish and maintain a compensation committee or a nominating and corporate governance committee. Accordingly, unitholders may not have the same protections afforded to certain corporations that are subject to all of the NYSE corporate governance requirements.

Tax Risks to Common Unitholders

The tax treatment of publicly traded partnerships or an investment in our common limited partner units could be subject to potential legislative, judicial or administrative changes and differing interpretations, possibly on a retroactive basis.

The present federal income tax treatment of publicly traded partnerships, including us, or an investment in our common limited partner units may be modified by administrative, legislative or judicial changes or differing interpretations at any time. From time to time, members of the U.S. Congress propose and consider substantive changes to the existing federal income tax laws that affect publicly traded partnerships, such as with the "Clean Energy for America Act", which is similar to legislation that was commonly proposed during the Obama Administration. If successful, such a proposal could eliminate the qualifying income exception to the treatment of publicly traded partnerships as corporations upon which we rely for our treatment as a partnership for federal income tax purposes. We are unable to predict whether any changes or proposals will ultimately be enacted, but it is possible that a change in law could affect us and may, if enacted, be applied retroactively. Any such changes could negatively impact the value of an investment in our common limited partner units.

Our tax treatment depends on our status as a partnership for federal income tax purposes. If the Internal Revenue Service, or IRS, were to treat us as a corporation for federal income tax purposes, which would subject us to entity-level taxation, then our cash available for distribution to our unitholders would be substantially reduced.

The anticipated after-tax economic benefit of an investment in the common limited partner units depends largely on our being treated as a partnership for federal income tax purposes. We have not requested, and do not plan to request, a ruling from the Internal Revenue Service (the "IRS") on this or any other tax matter affecting us.

Despite the fact that we are a limited partnership under Delaware law, it is possible in certain circumstances for a partnership such as ours to be treated as a corporation for federal income tax purposes. A change in our business or a change in current law could cause us to be treated as a corporation for federal income tax purposes or otherwise subject us to taxation as an entity.

If we were treated as a corporation for federal income tax purposes, we would pay federal income tax on our taxable income at the corporate tax rate, which is currently a maximum of 21.0%, and would likely pay state and local income tax at varying rates. Distributions to our unitholders would generally be taxed again as corporate dividends (to the extent of our current and accumulated earnings and profits), and no income, gains, losses, deductions or credits would flow through to such unitholders. Because a tax would be imposed upon us as a corporation, our cash available for distribution would be substantially reduced. Therefore, if we were treated as a corporation for federal income tax purposes, there would be material reductions in the anticipated cash flow and after-tax return to our unitholders, likely causing a substantial reduction in the value of our common limited partner units.

Our Partnership Agreement provides that, if a law is enacted or existing law is modified or interpreted in a manner that subjects us to taxation as a corporation or otherwise subjects us to entity-level taxation for federal, state or local income tax purposes, the target distribution amounts may be adjusted to reflect the impact of that law on us.

If we were subjected to a material amount of additional entity-level taxation by individual states, it would reduce our cash available for distribution to our unitholders.

Changes in current state law may subject us to additional entity-level taxation by individual states. Because of widespread state budget deficits and other reasons, several states are evaluating ways to subject partnerships to entity-level taxation through the imposition of state income or franchise taxes, and other forms of taxation. Imposition of such additional tax on us by a state will reduce the cash available for distribution to our unitholders. Our Partnership Agreement provides that, if a law is enacted or an existing law is modified or interpreted in a manner that subjects us to entity-level taxation, the target distribution amounts may be adjusted to reflect the impact of that law on us.

Our unitholders are required to pay income taxes on their share of our taxable income even if they do not receive any cash distributions from us. A unitholder's share of our taxable income, and its relationship to any distributions we make, may be affected by a variety of factors, including our economic performance, transactions in which we engage or changes in law and may be substantially different from any estimate we make in connection with a unit offering.

A unitholder's allocable share of our taxable income will be taxable to it, which may require it to pay federal income taxes and, in some cases, state and local income taxes, even if it receives cash distributions from us that are less than the actual tax liability that results from that income or no cash distributions at all.

A unitholder's share of our taxable income, and its relationship to any distributions we make, may be affected by a variety of factors, including our economic performance and certain transactions in which we might engage, which may be affected by numerous business, economic, regulatory, legislative, competitive and political uncertainties beyond our control. For example, we may engage in transactions that produce substantial taxable income allocations to some or all of our unitholders without a corresponding increase in cash distributions to our unitholders, such as a sale or exchange of assets, the proceeds of which are reinvested in our business or used to reduce our debt, or an actual or deemed satisfaction of our indebtedness for an amount less than the adjusted issue price of the debt. A unitholder's ratio of its share of taxable income to the cash received by it may also be affected by changes in law. For instance, under the recently enacted tax reform law known as the Tax Cuts and Jobs Act (the "Tax Reform Act"), the net interest expense deductions of certain business entities, including us, are limited to 30% of such entity's "adjusted taxable income", which is generally taxable income with certain modifications. If the limit applies, a unitholder's taxable income allocations will be more (or its net loss allocations will be less) than would have been the case absent the limitation.

From time to time, in connection with an offering of our units, we may state an estimate of the ratio of federal taxable income to cash distributions that a purchaser of units in that offering may receive in a given period. These estimates depend in part on factors that are unique to the offering with respect to which the estimate is stated, so the expected ratio applicable to other units will be different, and in many cases less favorable, than these estimates. Moreover, even in the case of units purchased in the offering to which the estimate relates, the estimate may be incorrect, due to the uncertainties described above, challenges by the IRS to tax reporting positions which we adopt, or other factors. The actual ratio of taxable income to cash distributions could be higher or lower than expected, and any differences could be material and could materially affect the value of the common units.

If the IRS contests the federal income tax positions we take, the market for our common limited partner units may be adversely impacted and the cost of any IRS contest would likely reduce our cash available for distribution to unitholders.

We have not requested a ruling from the IRS with respect to our treatment as a partnership for federal income tax purposes. The IRS may adopt positions that differ from the conclusions of our counsel or from the positions we take, and the IRS's positions may ultimately be sustained. It may be necessary to resort to administrative or court proceedings to sustain some or all of our counsel's conclusions or the positions we take and such positions may not ultimately be sustained. A court may not agree with some or all of our counsel's conclusions or the positions we take. Any contest with the IRS, and the outcome of any IRS contest, may have a material adverse effect on the market for our common limited partner units and the price at which they trade. In addition, our costs of any contest with the IRS would be borne indirectly by our unitholders and our general partner, because the costs would likely reduce our cash available for distribution.

Tax gain or loss on the disposition of our common limited partner units could be more or less than expected.

If any of our unitholders sell their common limited partner units, such unitholders must recognize a gain or loss for federal income tax purposes equal to the difference between the amount realized and such unitholder's tax basis in those common limited partner units. Because distributions in excess of such unitholder's allocable share of our net taxable income decrease such unitholder's tax basis in such unitholder's common limited partner units, the amount, if any, of such prior excess distributions with respect to the common limited partner units such unitholder sells will, in effect, become taxable income to such unitholder if it sells such common limited partner units at a price greater than its tax basis in those common limited partner units, even if the price such unitholder receives is less than its original cost. Furthermore, a substantial portion of the amount realized on any sale or other disposition of such unitholder's common limited partner units, whether or not representing gain, may be taxed as ordinary income due to potential recapture items, including depreciation recapture. In addition, because the amount realized includes a unitholder's share of our nonrecourse liabilities, if a unitholder sells their common limited partner units, they may incur a tax liability in excess of the amount of cash they receive from the sale.

Tax-exempt entities and non-U.S. persons face unique tax issues from owning our common limited partner units that may result in adverse tax consequences to them.

Investment in our common limited partner units by tax-exempt entities, such as employee benefit plans and individual retirement accounts (known as IRAs), and non-U.S. persons raises issues unique to them. For example, virtually all of our income allocated to organizations that are exempt from federal income tax, including IRAs and other retirement plans, will be unrelated business taxable income ("UBTI") and will be taxable to them. Distributions to non-U.S. persons will be reduced by withholding taxes at the highest applicable effective tax rate, and non-U.S. persons will be required to file U.S. federal income tax returns and pay tax on their share of our taxable income. Upon the sale, exchange or other disposition of a common limited partner unit by a non-U.S. person, the transferee is generally required to withhold 10% of the amount realized on the sale, exchange or disposition of such unit if any portion of the gain would be treated as effectively connected with a trade or business within the United States. The Department of the Treasury and the IRS have recently issued final regulations providing guidance on the application of these rules for transfers of publicly traded partnership interests, including transfers of our common limited partner units. Under these regulations, the "amount realized" on a transfer of an interest in a publicly traded partnership, such as our common limited partner units, will generally be the amount of gross proceeds paid to the broker effecting the applicable transfer on behalf of the transferor, and such broker will generally be responsible for the relevant withholding obligations. Distributions to non-U.S. persons may also be subject to additional withholding under these rules to the extent a portion of a distribution is attributable to an amount in excess of our cumulative net income that has not previously been distributed.

If you are a tax-exempt entity or a non-U.S. person, you should consult a tax advisor before investing in our common limited partner units.

We treat each holder of common limited partner units as having the same tax benefits without regard to the actual common limited partner units held. The IRS may challenge this treatment, which could adversely affect the value of the common limited partner units.

Because we cannot match transferors and transferees of common limited partner units, and because of other reasons, we will adopt depreciation and amortization positions that may not conform to all aspects of existing Treasury Regulations. A successful IRS challenge to those positions could adversely affect the amount of tax benefits available to our unitholders. It also could affect the timing of these tax benefits or the amount of gain from a unitholder's sale of common limited partner units and could have a negative impact on the value of our common limited partner units or result in audit adjustments to such unitholder's tax returns.

We prorate our items of income, gain, loss and deduction for U.S. federal income tax purposes between transferors and transferees of our units each month based upon the ownership of our units on the first day of each month, instead of on the basis of the date a particular unit is transferred. The IRS may challenge this treatment, which could change the allocation of items of income, gain, loss and deduction among our unitholders.

We prorate our items of income, gain, loss and deduction for U.S. federal income tax purposes between transferors and transferees of our units each month based upon the ownership of our units on the first day of each month, instead of on the basis of the date a particular unit is transferred. The U.S. Department of the Treasury adopted final Treasury Regulations allowing a similar monthly simplifying convention for taxable years beginning on or after August 3, 2015. However, such final regulations do not specifically authorize the use of the proration method we have adopted. If the IRS were to challenge our proration method, we may be required to change the allocation of items of income, gain, loss and deduction among our unitholders. Our counsel has not rendered an opinion with respect to whether our monthly convention for allocating taxable income and losses is permitted by existing Treasury Regulations.

If the IRS makes audit adjustments to our income tax returns for tax years beginning after 2017, it (and some states) may collect any resulting taxes (including any applicable penalties and interest) directly from us, in which case our cash available for distribution to our unitholders might be substantially reduced.

Pursuant to the Bipartisan Budget Act of 2015, if the IRS makes audit adjustments to our income tax returns for tax years beginning after 2017, it may collect any resulting taxes (including any applicable penalties and interest) directly from us. We will generally have the ability to shift any such tax liability to our general partner and our unitholders in accordance with their interests in us during the year under audit, but there can be no assurance that we will be able to do so (and will choose to do so) under all circumstances, or that we will be able to (or choose to) effect corresponding shifts in state income or similar tax liability resulting from the IRS adjustment in states in which we do business in the year under

audit or in the adjustment year. If we make payments of taxes, penalties and interest resulting from audit adjustments, our cash available for distribution to our unitholders would be reduced, perhaps substantially.

In the event the IRS makes an audit adjustment to our income tax returns and we do not or cannot shift the liability to our unitholders in accordance with their interests in us during the year under audit, we will generally have the ability to request that the IRS reduce the determined underpayment by reducing the suspended passive loss carryovers of our unitholders (without any compensation from us to such unitholders), to the extent such underpayment is attributable to a net decrease in passive activity losses allocable to certain partners. Such reduction, if approved by the IRS, will be binding on any affected unitholders.

A unitholder whose common limited partner units are loaned to a “short seller” to cover a short sale of common limited partner units may be considered as having disposed of those common limited partner units. If so, such unitholder would no longer be treated for federal income tax purposes as a partner with respect to those common limited partner units during the period of the loan and may recognize gain or loss from the disposition.

Because a unitholder whose common limited partner units are loaned to a “short seller” to cover a short sale of common limited partner units may be considered as having disposed of the loaned common limited partner units, such unitholder may no longer be treated for federal income tax purposes as a partner with respect to those common limited partner units during the period of the loan to the short seller and may recognize gain or loss from such disposition. Moreover, during the period of the loan to the short seller, any of our income, gain, loss or deduction with respect to those common limited partner units may not be reportable by the unitholder, and any cash distributions received by the unitholder as to those common limited partner units could be fully taxable as ordinary income. Therefore, our unitholders desiring to assure their status as partners and avoid the risk of gain recognition from a loan to a short seller are urged to consult a tax advisor to discuss whether it is advisable to modify any applicable brokerage account agreements to prohibit their brokers from loaning their common limited partner units.

We have adopted certain valuation methodologies and monthly conventions for U.S. federal income tax purposes that may result in a shift of income, gain, loss and deduction between our general partner and our unitholders. The IRS may challenge this treatment, which could adversely affect the value of the common limited partner units.

When we issue additional units or engage in certain other transactions, we determine the fair market value of our assets and allocate any unrealized gain or loss attributable to our assets to the capital accounts of our unitholders and our general partner. Our methodology may be viewed as understating the value of our assets. In that case, there may be a shift of income, gain, loss and deduction between certain unitholders and our general partner, which may be unfavorable to such unitholders. Moreover, under our valuation methods, subsequent purchasers of common limited partner units may have a greater portion of their Code Section 743(b) adjustment allocated to our tangible assets and a lesser portion allocated to our intangible assets. The IRS may challenge our valuation methods, or our allocation of the Section 743(b) adjustment attributable to our tangible and intangible assets, and allocations of taxable income, gain, loss and deduction between our general partner and certain of our unitholders.

A successful IRS challenge to these methods or allocations could adversely affect the amount of taxable income or loss being allocated to our unitholders. It also could affect the amount of taxable gain from our unitholders' sale of common limited partner units and could have a negative impact on the value of the common limited partner units or result in audit adjustments to our unitholders' tax returns without the benefit of additional deductions.

As a result of investing in our common limited partner units, our unitholders may be subject to state and local taxes and return filing requirements in jurisdictions where we operate or own or acquire properties.

In addition to federal income taxes, our unitholders may be subject to other taxes, including state and local income, franchise, unincorporated business, estate, inheritance or intangible taxes that are imposed by the various jurisdictions in which we conduct business or own property now or in the future, even if such unitholders do not live or otherwise do business in any of those jurisdictions. Our unitholders may be required to file state and local income tax returns and pay state and local income taxes in some or all of these various jurisdictions. Further, our unitholders may be subject to penalties for failure to comply with those requirements. We currently own property and conduct business in Arkansas, Louisiana, Oklahoma, Tennessee and Texas. Many of these states impose a personal income tax on individuals, and each state imposes an income or similar tax on corporations and certain other entities. As we make acquisitions or expand our business, we may own property or conduct business in additional states that may impose personal income taxes or other state or local taxes on our unitholders.

Compliance with and changes in tax laws could adversely affect our performance.

We are subject to extensive tax laws and regulations, including federal, state and foreign income taxes and transactional taxes such as excise, sales/use, payroll, franchise and ad valorem taxes. New tax laws and regulations and changes in existing tax laws and regulations are continuously being enacted that could result in increased tax expenditures in the future. Many of these tax liabilities are subject to audits by the respective taxing authority. These audits may result in additional taxes, as well as interest and penalties.

Unitholders may be subject to limitation on their ability to deduct interest expense incurred by us.

In general, we are entitled to a deduction for interest paid or accrued on indebtedness properly allocable to our trade or business during our taxable year. However, under the Tax Reform Act, for taxable years beginning after December 31, 2017, our deduction for “business interest” is limited to the sum of our business interest income and 30% of our “adjusted taxable income.” For purposes of this limitation, our adjusted taxable income is computed without regard to any business interest expense or business interest income.

ITEM 1B. UNRESOLVED STAFF COMMENTS

None.

ITEM 3. LEGAL PROCEEDINGS

In the ordinary conduct of our business, we are from time to time subject to lawsuits, investigations and claims, including, environmental claims and employee-related matters. Although we cannot predict with certainty the ultimate resolution of lawsuits, investigations and claims asserted against us, including civil penalties or other enforcement actions, we do not believe that any currently pending legal proceeding or proceedings to which we are a party will have a material adverse effect on our business, financial condition or results of operations. See Note 17 to the consolidated financial statements in Item 8, Financial Statements and Supplementary Data, of this Annual Report on Form 10-K, which is incorporated by reference in this Item 3, for additional information.

ITEM 4. MINE SAFETY DISCLOSURES

Not applicable.

PART II

ITEM 5. MARKET FOR REGISTRANT'S COMMON EQUITY, RELATED STOCKHOLDER MATTERS AND ISSUER PURCHASES OF EQUITY SECURITIES

General

Our common units represent limited partner interests in us that entitle the holders to the rights and privileges specified in our Partnership Agreement. Our common units trade on the NYSE under the symbol "DKL." There were four holders of record of our common units held by the public as of February 18, 2022. In addition, as of February 18, 2022, Delek Holdings and its affiliates owned 34,452,148 of our common units. See Note 12 to the consolidated financial statements in Item 8, Financial Statements and Supplementary Data, of this Annual Report on Form 10-K, for a discussion of historic cash distributions.

Distributions of Available Cash

Our Partnership Agreement requires that, within 45 days after the end of each quarter, we distribute all of our available cash to unitholders of record on the applicable record date.

Definition of Available Cash

Available cash generally means, for any quarter, all cash and cash equivalents on hand at the end of that quarter:

- less the amount of cash reserves established by our general partner to:
 - provide for the proper conduct of our business (including cash reserves for our future capital expenditures and anticipated future debt service requirements and refunds of collected rates reasonably likely to be refunded as a result of a settlement or hearing related to the FERC rate proceedings or rate proceedings under applicable law subsequent to that quarter);
 - comply with applicable law, any of our debt instruments or other agreements; or
 - provide funds for distributions to our unitholders and to our general partner for any one or more of the next four quarters; pursuant to the IDR Restructuring Transaction on August 13, 2020, the general partner will no longer receive any cash distributions;
- plus, if our general partner so determines, all or any portion of the cash on hand on the date of determination of available cash for the quarter resulting from working capital borrowings made subsequent to the end of such quarter. Under our Partnership Agreement, working capital borrowings are generally borrowings that are made under a credit facility, commercial paper facility or similar financing arrangement, and in all cases are used solely for working capital purposes or to pay distributions to partners, and with the intent of the borrower to repay such borrowings within 12 months with funds other than from additional working capital borrowings.

Incentive Distribution Rights

Effective August 13, 2020, the Partnership closed on the IDR Restructuring Transaction and the general partner no longer receives any cash distributions. Prior to August 13, 2020, our general partner was entitled to 2.0% of all quarterly distributions that we make prior to our liquidation. Our general partner had the right, but not the obligation, to contribute up to a proportionate amount of capital to us to maintain its current general partner interest. Our general partner held IDRs that entitled it to receive increasing percentages, up to a maximum of 48.0%, of the cash we distributed from operating surplus (as defined in our Partnership Agreement) in excess of 0.43125 per unit per quarter. The maximum distribution was 48.0% and did not include any distributions that our general partner or its affiliates may have received on common or general partner units that it owns. As of August 12, 2020, the IDRs held by our general partner were entitled to receive the maximum distribution.

ITEM 6. [RESERVED]

ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

Management's Discussion and Analysis of Financial Condition and Results of Operations ("MD&A") is management's analysis of our financial performance and of significant trends that may affect our future performance. The MD&A should be read in conjunction with our consolidated financial statements and related notes included elsewhere in this Annual Report on Form 10-K (the "Annual Report on Form 10-K"). Those statements in the MD&A that are not historical in nature should be deemed forward-looking statements that are inherently uncertain. See "Forward-Looking Statements" below for a discussion of the factors that could cause actual results to differ materially from those projected in these statements.

Unless otherwise noted or the context requires otherwise, references in this report to "Delek Logistics Partners, LP," the "Partnership," "we," "us," or "our" or like terms, may refer to Delek Logistics Partners, LP, one or more of its consolidated subsidiaries or all of them taken as a whole. Unless otherwise noted or the context requires otherwise, references in this report to "Delek Holdings" refer collectively to Delek US Holdings, Inc. and any of its subsidiaries, other than the Partnership and its subsidiaries and its general partner.

Effective December 20, 2021, Delek Holdings announced a program to sell certain common limited partner units representing limited partner interests in the Partnership. See Note 12 to our consolidated financial statements Item 8, Financial Statements and Supplementary Data, of this Annual Report on Form 10-K, for additional information.

On May 24, 2021, the Partnership and its wholly owned subsidiary Delek Logistics Finance Corp. ("Finance Corp." and together with the Partnership, the "Issuers") issued \$400.0 million in aggregate principal amount of the Issuers' 7.125% Senior Notes due 2028 (the "2028 Notes"), along with the related guarantees of the 2028 Notes. See Note 11 to our consolidated financial statements Item 8, Financial Statements and Supplementary Data, of this Annual Report on Form 10-K, for additional information.

In May 2021, we executed an exclusive supply and strategic relationship agreement with Baker Petrolite LLC (an affiliate of Baker Hughes Company) ("Baker"). See "2021 Developments" for further details.

The Partnership announces material information to the public about the Partnership, its products and services and other matters through a variety of means, including filings with the Securities and Exchange Commission, press releases, public conference calls, the Partnership's website (www.deleklogistics.com), the investor relations section of the website (ir.deleklogistics.com), the news section of its website (www.deleklogistics.com/news), and/or social media, including its Twitter account (@DelekLogistics). The Partnership encourages investors and others to review the information it makes public in these locations, as such information could be deemed to be material information. Please note that this list may be updated from time to time.

Forward-Looking Statements

This Annual Report on Form 10-K (including information incorporated by reference) contains "forward-looking statements" within the meaning of Section 27A of the Securities Act of 1933, as amended (the "Securities Act"), and Section 21E of the Exchange Act. These forward-looking statements reflect our current estimates, expectations and projections about our future results, performance, prospects and opportunities. Forward-looking statements include, among other things, statements regarding the effect, impact, potential duration or other implications of, or expectations expressed with respect to, the COVID-19 Pandemic and the actions of members of the Organization of Petroleum Exporting Countries ("OPEC") and other leading oil producing countries (together with OPEC, "OPEC+") with respect to oil production and pricing, and statements regarding our efforts and plans in response to such events, the information concerning our possible future results of operations, business and growth strategies, financing plans, expectations that regulatory developments or other matters will not have a material adverse effect on our business or financial condition, our competitive position and the effects of competition, the projected growth of the industry in which we operate, the benefits and synergies to be obtained from our completed and any future acquisitions, statements of management's goals and objectives, and other similar expressions concerning matters that are not historical facts. Words such as "may," "will," "should," "could," "would," "predicts," "potential," "continue," "expects," "anticipates," "future," "intends," "plans," "believes," "estimates," "appears," "projects" and similar expressions, as well as statements in future tense, identify forward-looking statements.

Forward-looking statements should not be read as a guarantee of future performance or results, and will not necessarily be accurate indications of the times at, or by, which such performance or results will be achieved. Forward-looking information is based on information available at the time and/or management's good faith belief with respect to future events, and is subject to risks and uncertainties that could cause actual performance or results to differ materially from those expressed in the statements. Important factors that, individually or in the aggregate, could cause such differences include, but are not limited to:

- our substantial dependence on Delek Holdings or its assignees and their support of and respective ability to pay us under our commercial agreements;
- our future coverage, leverage, financial flexibility and growth, and our ability to improve performance and achieve distribution growth at any level or at all;
- Delek Holdings' future growth, financial performance, share repurchases, crude oil supply pricing and flexibility and product distribution;
- industry dynamics, including Permian Basin growth, ownership concentration, efficiencies and takeaway capacity;

- the age and condition of our assets and operating hazards and other risks incidental to transporting, storing and gathering crude oil, intermediate and refined products, including, but not limited to, costs, penalties, regulatory or legal actions and other effects related to spills, releases and tank failures;
- changes in insurance markets impacting costs and the level and types of coverage available;
- the timing and extent of changes in commodity prices and demand for refined products and the impact of the COVID-19 Pandemic on such demand;
- the wholesale marketing margins we are able to obtain and the number of barrels of product we are able to purchase and sell in our West Texas wholesale business;
- the suspension, reduction or termination of Delek Holdings' or its assignees' or third-party's obligations under our commercial agreements including the duration, fees or terms thereof;
- the results of our investments in joint ventures;
- the ability to secure commercial agreements with Delek Holdings or third parties upon expiration of existing agreements;
- the possibility of inefficiencies, curtailments, or shutdowns in refinery operations or pipelines, whether due to infection in the workforce or in response to reductions in demand as a result of the COVID-19 Pandemic;
- disruptions due to equipment interruption or failure, or other events, including terrorism, sabotage or cyber attacks, at our facilities, Delek Holdings' facilities or third-party facilities on which our business is dependent;
- changes in the availability and cost of capital of debt and equity financing;
- our reliance on information technology systems in our day-to-day operations;
- changes in general economic conditions, including uncertainty regarding the timing, pace and extent of economic recovery in the United States due to the COVID-19 Pandemic or future pandemics;
- the effects of existing and future laws and governmental regulations, including, but not limited to, the rules and regulations promulgated by the Federal Energy Regulatory Commission ("FERC") and state commissions and those relating to environmental protection, pipeline integrity and safety as well as current and future restrictions on commercial and economic activities in response to the COVID-19 Pandemic;
- significant operational, investment or other changes required by existing or future environmental statutes and regulations, including international agreements and national or regional legislation and regulatory measures to limit or reduce greenhouse gas emissions;
- competitive conditions in our industry including capacity overbuild in areas where we operate;
- actions taken by our customers and competitors;
- the demand for crude oil, refined products and transportation and storage services;
- our ability to successfully implement our business plan;
- inability to complete growth projects on time and on budget;
- our ability to successfully integrate acquired businesses;
- disruptions due to acts of God, natural disasters, casualty losses, severe weather patterns, such as freezing conditions, cyber or other attacks on our electronic systems, and other matters beyond our control which might cause damage to our pipelines, terminal facilities and other assets and could impact our operating results through increased costs and/or loss of revenue;
- changes in the price of RINs could affect our results of operations;
- future decisions by OPEC+ regarding production and pricing and disputes between OPEC+ regarding such;
- changes or volatility in interest and inflation rates;
- labor relations;
- large customer defaults;
- changes in tax status and regulations;
- the effects of future litigation or environmental liabilities that are not covered by insurance; and
- other factors discussed elsewhere in this Annual Report on Form 10-K.

Many of the foregoing risks and uncertainties are, and will be, exacerbated by the COVID-19 Pandemic and any worsening of the global business and economic environment. In light of these risks, uncertainties and assumptions, our actual results of operations and execution of our business strategy could differ materially from those expressed in, or implied by, the forward-looking statements, and you should not place undue reliance upon them. In addition, past financial and/or operating performance is not necessarily a reliable indicator of future performance.

and you should not use our historical performance to anticipate results or future period trends. We can give no assurances that any of the events anticipated by the forward-looking statements will occur or, if any of them do, what impact they will have on our results of operations and financial condition.

All forward-looking statements included in this report are based on information available to us on the date of this report. We undertake no obligation to revise or update any forward-looking statements as a result of new information, future events or otherwise.

Business Overview

The Partnership primarily owns and operates crude oil, intermediate and refined products logistics and marketing assets. We gather, transport, offload and store crude oil and intermediate products and market, distribute, transport and store refined products primarily in select regions of the southeastern United States and Texas for Delek Holdings and third parties. A substantial majority of our existing assets are both integral to and dependent upon the success of Delek Holdings' refining operations, as many of our assets are contracted exclusively to Delek Holdings in support of its Tyler, El Dorado and Big Spring refineries.

The Partnership is not a taxable entity for federal income tax purposes or the income taxes of those states that follow the federal income tax treatment of partnerships. See "Part 1—Items 1 and 2. Business and Properties—Company Overview" for further details.

U.S. economic activity was on a recovery trend during the year ended December 31, 2021. The spike in number of new cases due to new COVID-19 variants, with most recent cases related to the Omicron variant, dampened the expectations of some economists regarding economic recovery and increasing demand for oil. For example, due to travel restrictions put in place as a result of Omicron, the global oil demand forecast for 2022 was originally revised down by analysts. However, the wave of infections related to the Omicron variant appears to be less severe and potentially of shorter duration than prior waves. Consequently, tailwinds in the midstream industry remained intact, with most industry players providing solid performance in 2021 supported by a macro recovery in the oil and gas industry and positive company-level developments. U.S. oil production, crucial to midstream industry performance, has been steadily rising amid higher crude oil prices and positive general economic sentiments. However, we remain subject to heightened levels of uncertainty and increased risks related to the ongoing impact of the COVID-19 Pandemic, with possible increase in new infection rates and the spread of new variants of the virus, which could have a negative impact oil demand and production. Most of the COVID-19 Pandemic related restrictions imposed in the prior year have been eased, major airlines have resumed their flights, motor vehicle use continues to increase and government vaccination campaigns continue. The economic recovery has in turn resulted in increased demand and market prices for crude oil and other products, particularly refined petroleum products that we receive revenue for transporting and storing. It has also resulted in an increase in demand and sales volumes in our wholesale marketing business. Although we expect the direct effects from the Pandemic on U.S. oil consumption to continue to decrease, some consumption patterns may be more lasting, including increased working from home and changes in travel behavior, which could limit growth in gasoline and jet fuel consumption. Furthermore, as of December 31, 2021, the COVID-19 Pandemic and the spread of new variants of the virus, continues to cause significant economic disruption globally, including in the U.S. and specific geographic areas where we operate. Therefore, there is continued uncertainty about the duration and future impact of the COVID-19 Pandemic. Additionally, increased infection rates could impact our logistics operations, particularly in high-infection states, if our corporate employees seconded by Delek Holdings to work for the Partnership are personally affected by the illness, both through direct infection and quarantine procedures.

Increasingly unstable environmental conditions and spontaneous extreme weather events are making it costlier and more difficult for oil and gas companies to operate in certain environments. Consequently, climate-change, and related current and proposed regulations, is directly and indirectly hitting industry bottom lines globally and in specific geographic areas where we operate. Current and proposed climate-change and environmental regulations, laws and government policies affect where and how companies invest, conduct their operations and formulate their products and, in some cases, limit their profits directly. We remain committed to complying with all regulations, laws and government policies designed to curb the growing climate-change crisis. The current and future impact of climate-change and compliance initiatives to our logistic operations remain uncertain.

During the year ended December 31, 2021, our West Texas wholesale marketing business, many of our pipeline and transportation customers, and customers of our joint venture entities, experienced an increase in demand and pricing due to the resumption of some economic activities as discussed above. The impact of this positive trend was netted by the reduced volumes during the severe freezing conditions experienced in February 2021. Our pipelines and transportation revenue streams and revenue streams of our joint venture entities were largely protected by minimum volume commitments under existing throughput contracts with customers during the current and prior periods, but continued pressure on our customers could present risks to our existing and new business opportunities as well as on collectability on our receivables. Our management continues to monitor the COVID-19 infections in the communities around our company locations, the impact on our operations and whether there is a need to update our remote policies and quarantine protocols. We continue to be exposed to risk from our suppliers and customers who are facing similar challenges.

To the extent that uncertainties related to the COVID-19 Pandemic and climate-change have been identified and are believed to have an impact on our current period results of operations or financial position based on the requirements for assessing such financial statement impact under U.S. generally accepted accounting principles, we have considered them in the preparation of our consolidated financial statements for the year ended December 31, 2021, which are included in Item 8, Financial Statements and Supplementary Data, of this Annual Report on Form 10-K.

Other uncertainties related to the impact of the COVID-19 Pandemic and other events may exist that have not been identified, and could impact our future results of operations and financial position, the nature of which and the extent to which are currently unknown. The U.S. federal government's passage and/or enactment of additional stimulus and relief measures, may impact the extent to which the risk underlying these uncertainties are realized.

In addition, management continues to actively respond to the impact of the COVID-19 Pandemic and other events on our business. Such efforts include (but are not limited to) the following:

- Identifying alternative financing solutions to enhance our access to sources of liquidity;
- Implementing regular site cleaning and disinfecting procedures;
- Adopting remote working where possible. Where on-site operations are required, appropriate safety precautions taken; and
- Working with our corporate employees seconded by Delek Holdings to work for the Partnership to implement other site-specific precautionary measures to reduce the risk of exposure.

The extent to which our future results are affected by the COVID-19 Pandemic will depend on various factors and consequences beyond our control, such as the duration and scope of the COVID-19 Pandemic; additional actions by businesses and governments in response to the COVID-19 Pandemic; and the speed and effectiveness of responses to combat the virus. The COVID-19 Pandemic, and the volatile regional and global economic conditions stemming from the Pandemic, could also exacerbate the risk factors identified in this Annual Report on Form 10-K. The COVID-19 Pandemic may also materially adversely affect our results in a manner that is either not currently known or that we do not currently consider to be a significant risk to our business.

See also 'Risk Factors' in Part I, Item 1A. of this Annual Report on Form 10-K for further discussion of risks associated with the COVID-19 Pandemic and climate-change.

Our Reporting Segments and Assets

Our business consists of three reportable segments:

Pipelines and Transportation

The assets and investments in our pipelines and transportation segment consist of pipelines, tanks, offloading facilities, trucks and ancillary assets, which provide crude oil gathering and crude oil, intermediate and refined products transportation and storage services primarily in support of Delek Holdings' refining operations in Tyler, Texas, El Dorado, Arkansas and Big Spring, Texas. Additionally, the assets in this segment provide crude oil transportation services to certain third parties. In providing these services, we typically do not take ownership of the products or crude oil that we transport or store. Therefore, we are not directly exposed to changes in commodity prices with respect to this operating segment.

Wholesale Marketing and Terminalling

The assets in our wholesale marketing and terminalling segment consist of refined products terminals and pipelines in Texas, Tennessee, Arkansas and Oklahoma. We generate revenue in our wholesale marketing and terminalling segment by providing marketing services for the refined products output of the Tyler and Big Spring refineries, engaging in wholesale activity at our terminals in West Texas and at terminals owned by third parties, whereby we purchase light products for sale and exchange to third parties, and by providing terminalling services at our refined products terminals to independent third parties and Delek Holdings.

Investments in Pipeline Joint Ventures

The Partnership owns a portion of three joint ventures (accounted for as equity method investments) that have constructed separate crude oil pipeline systems and related ancillary assets, which serve third parties and subsidiaries of Delek Holdings.

2021 Developments

Sale of Common Units by Delek Holdings

On December 22, 2021, Delek Holdings issued a press release regarding a program to sell up to 434,590 of its common limited partner units, representing limited partner interests in the Partnership, over the next three months in open market transactions. We will not sell any securities under this program and we will not receive any proceeds from the sale of the securities by Delek Holdings. See Note 4 to our accompanying consolidated financial statements for additional details.

Inflation Adjustments

On July 1, 2021, the tariffs on certain of our FERC regulated pipelines and the throughput fees and storage fees under certain of our agreements with Delek Holdings and third parties that are subject to adjustments using FERC indexing decreased by approximately 0.6%, which was the amount of the change in the FERC oil pipeline index. On January 20, 2022 the FERC reduced the index by approximately 1%

and ordered affected operators to file new tariffs consistent with the reduction to be effective from and after March 1, 2022. Under certain of our agreements with Delek Holdings and third parties, the fees that are subject to adjustments using the consumer price index increased 4.4% and the fees that are subject to adjustments using the producer price index increased approximately 2.3%. See "Part 1—Items 1 and 2. Business and Properties—Company Overview—2021 Developments" for further details.

High Yield Debt - 7.125% Senior Notes due 2028

On May 24, 2021, the Partnership and its wholly owned subsidiary Delek Logistics Finance Corp. ("Finance Corp." and together with the Partnership, the "Issuers") issued \$400.0 million in aggregate principal amount of the Issuers' 7.125% Senior Notes due 2028 (the "2028 Notes"), along with the related guarantees of the 2028 Notes. We used the net proceeds from the sale of the 2028 Notes to repay a portion of the outstanding borrowings under our revolving credit facility. See Note 11 to the consolidated financial statements in Item 8, Financial Statements and Supplementary Data, of this Annual Report on Form 10-K for further information.

Exclusive Supply Agreement

In May 2021, we executed an exclusive supply and strategic relationship agreement with Baker Petrolite LLC (an affiliate of Baker Hughes Company) ("Baker"). The agreement provides that, under certain circumstances, Baker will supply certain chemicals exclusively to us within a defined territory. Those chemicals allow us, through blending competencies utilizing proprietary intellectual property, to clarify slurry which can then be used in International Maritime Organization-compliant products. The agreement has a 5-year initial term and a 5-year extension option.

Business Strategies

Our objectives are to maintain stable cash flows and to grow the quarterly distributions paid to our unitholders over time. We are focused on growing our asset base within our geographic area through acquisitions, project development, joint ventures, enhancing our existing systems and lowering our carbon footprint. While we will continue to evaluate ways to provide Delek Holdings with logistics services, our emphasis will be to increase the logistics services that we offer to third parties. We intend to achieve these objectives through the following business strategies:

- **Generate Stable Cash Flow.** We will continue to pursue opportunities to provide logistics, marketing and other services to Delek Holdings and third parties pursuant to long-term, fee-based contracts. In new service contracts, we will endeavor to include minimum volume throughput or other commitments, similar to those included in our current commercial agreements with Delek Holdings.
- **Focus on Growing Our Business.** We intend to evaluate and pursue opportunities to grow our business through both strategic acquisitions and expansion and construction projects, both internally funded or in combination with potential external partners and through investments in joint ventures. Additionally, we believe that our strong relationship with Delek Holdings will enhance our opportunities to grow our business.
 - **Pursue Acquisitions.** We plan to pursue strategic acquisitions that both complement our existing assets and provide attractive returns for our unitholders. As we continue to grow through acquisitions, we believe we will be able to increase our third party business. In addition to those opportunities to acquire assets from Delek Holdings described below, we believe that our current asset base, and our knowledge of the regional markets in which we operate, will enable us to target and complete attractive third-party acquisitions.
 - **Investments in Joint Ventures.** We have grown our asset base to include investments in joint ventures, which have contributed to our initiative to grow our midstream business, while increasing our crude oil sourcing flexibility. We intend to continue evaluating growth opportunities through these investments.
- **Engage in Mutually Beneficial Transactions with Delek Holdings.** Delek Holdings has granted us a right of first offer on certain logistics assets. We intend to review our right to purchase any such assets as they are offered to us under the terms of the right of first offer, from time to time. Delek Holdings is also required, under certain circumstances, to offer us the opportunity to purchase additional logistics assets that Delek Holdings may acquire or construct in the future. Further, we anticipate additional growth opportunities through subsequent dropdowns of logistics assets acquired or developed by Delek Holdings. For example, Delek Holdings anticipates offering us certain gathering and logistics assets. However, there can be no assurance as to the timing of any such transaction or whether or on what terms dropdowns will be offered to us by Delek Holdings. We continue to evaluate options with respect to dropdown transactions, which may include changes in capital structure.
 - **Pursue Attractive Expansion and Construction Opportunities.** We intend to pursue organic growth opportunities that complement our existing businesses or that provide attractive returns within or outside our current geographic footprint. We plan to evaluate potential opportunities to make capital investments that will be used to expand our existing asset base through the expansion and construction of new logistics assets to support growth of any of our customers', including Delek Holdings', businesses and from increased third-party activity. These construction projects may be developed either through joint venture relationships or by us acting independently, depending on size and scale.
- **Optimize Our Existing Assets and Expand Our Customer Base.** We seek to enhance the profitability of our existing assets by adding incremental throughput volumes, improving operating efficiencies and increasing system-wide utilization. We also expect to further diversify our customer base by increasing third-party throughput volumes running through certain of our existing systems and expanding our existing asset portfolio to service more third-party customers.

- **Lowering Our Carbon Footprint.** We seek to grow our business whilst staying conscious of and minimizing the negative environmental impact. We will continue investing in cutting edge technologies that will reduce our carbon emissions as we achieve our growth objectives and sustainably improve unitholder returns. We expect to achieve this objective through ESG-Conscious Investments with Clear Value Propositions and Sustainable Returns.

Commercial Agreements with Delek Holdings

The Partnership has a number of long-term, fee-based commercial agreements with Delek Holdings under which we provide various services, including crude oil gathering, crude oil, intermediate and refined products transportation and storage services, and marketing, terminalling and offloading services to Delek Holdings, and Delek Holdings commits to provide us with minimum monthly throughput volumes of crude oil, intermediate and refined products. Generally, these agreements include minimum quarterly volume, revenue or throughput commitments and have tariffs or fees indexed to inflation-based indices, provided that the tariffs or fees will not be decreased below the initial amount. See Note 4 to the consolidated financial statements in Item 8, Financial Statements and Supplementary Data, of this Annual Report on Form 10-K for a discussion of our material commercial agreements with Delek Holdings.

Other Transactions

The Partnership manages long-term capital projects on behalf of Delek Holdings pursuant to a construction management and operating agreement (the "DPG Management Agreement") for the construction of gathering systems in the Permian Basin (the "Delek Permian Gathering Project"). The majority of the gathering systems has been constructed, however, additional costs pertaining to a pipeline connection that was not acquired by the Partnership continue to be incurred and are still subject to the terms of the DPG Management Agreement. The Partnership is also considered the operator for the project and is responsible for the oversight of the project design, procurement and construction of project segments and for providing other related services. See Note 4 to the consolidated financial statements in Item 8, Financial Statements and Supplementary Data, of this Annual Report on Form 10-K for additional information on the DPG Management Agreement.

How We Evaluate Our Operations

We use a variety of financial and operating metrics to analyze our segment performance. These metrics are significant factors in assessing our operating results and profitability and include:

- volumes (including pipeline throughput and terminal volumes)
- contribution margin per barrel
- operating and maintenance expenses
- cost of materials and other
- EBITDA and distributable cash flow (as such terms are defined below)
- net income of joint ventures

Volumes

The amount of revenue we generate primarily depends on the volumes of crude oil and refined products that we handle in our pipeline, transportation, terminalling, storage and marketing operations. These volumes are primarily affected by the supply of and demand for crude oil, intermediate and refined products in the markets served directly or indirectly by our assets. Although Delek Holdings has committed to minimum volumes under certain of the commercial agreements, as described above, our results of operations will be impacted by:

- Delek Holdings' utilization of our assets in excess of its minimum volume commitments;
- our ability to identify and execute acquisitions and organic expansion projects and capture incremental volume increases from Delek Holdings or third parties;
- our ability to increase throughput volumes at our refined products terminals and provide additional ancillary services at those terminals;
- our ability to identify and serve new customers in our marketing and trucking operations; and
- our ability to make connections to third-party facilities and pipelines.

Contribution Margin per Barrel

Because we do not allocate general and administrative expenses by segment, we measure the performance of our segments by the amount of contribution margin as generated in operations, except for the investments in pipeline joint ventures segment. Contribution margin is defined as net revenues less cost of materials and other and operating expenses, excluding depreciation and amortization.

For our wholesale marketing and terminalling segment, we also measure gross margin per barrel. Gross margin per barrel reflects the gross margin (net revenues less cost of materials and other) of the wholesale marketing operations divided by the number of barrels of refined products sold during the measurement period. Both contribution margin and gross margin per barrel can be affected by fluctuations in the prices and cost of gasoline, distillate fuel, ethanol and Renewable Identification Numbers ("RINs"). Historically, the profitability of our wholesale

marketing operations has been affected by commodity price volatility, (specifically as it relates to changes in the price of refined products between the time we purchase such products from our suppliers and the time we sell the products to our wholesale customers), and the fluctuation in the value of RINs. Commodity price volatility may also impact our wholesale marketing operations when the selling price of refined products does not adjust as quickly as the purchase price. Our wholesale marketing gross margin may also be impacted by the fixed price ethanol agreements we enter into to fix the price we pay for ethanol.

Operating and Maintenance Expenses

We seek to maximize the profitability of our operations by effectively managing operating and maintenance expenses. These expenses include the costs associated with the operation of owned terminals and pipelines and terminalling expenses at third-party locations, excluding depreciation and amortization. These costs primarily include outside services, allocated employee costs, repairs and maintenance costs and energy and utility costs. Operating expenses related to the wholesale business are excluded from cost of sales because they primarily relate to costs associated with selling the products through our wholesale business. These expenses generally remain relatively stable across broad ranges of throughput volumes, but can fluctuate from period to period depending on the mix of activities performed during that period and the timing of said expenses. Additionally, compliance with federal, state and local laws and regulations relating to the protection of the environment, health and safety may require us to incur additional expenditures. We will seek to manage our maintenance expenditures on our pipelines and terminals by scheduling maintenance over time to avoid significant variability in our maintenance expenditures and minimize their impact on our cash flow.

Cost of Materials and Other

These costs include:

- | | |
|--|--|
| (i) all costs of purchased refined products in our wholesale marketing and terminalling segment, as well as additives and related transportation of such products; | (ii) costs associated with the operation of our trucking assets, which primarily include allocated employee costs and other costs related to fuel, truck leases and repairs and maintenance; |
| (iii) the cost of pipeline capacity leased from any third parties; and | (iv) gains and losses related to our commodity hedging activities. |

Financing

The Partnership paid a cash distribution to its unitholders at a distribution rate of \$0.975 per unit for the quarter ended December 31, 2021 (\$3.90 per unit on an annualized basis). Our Partnership Agreement requires that the Partnership distribute all of its available cash (as defined in the Partnership Agreement) to its unitholders quarterly. As a result, the Partnership expects to fund future capital expenditures primarily from operating cash flows, borrowings under our revolving credit facility and any potential future issuances of equity and debt securities. See Note 12 to the consolidated financial statements in Item 8, Financial Statements and Supplementary Data, of this Annual Report on Form 10-K for a discussion of historic cash distributions.

How We Evaluate Our Investments in Pipeline Joint Ventures

We make strategic investments in pipeline joint ventures generally when it provides an economic benefit in terms of pipeline access we can use for our existing or future customers and when we expect a rate of return that meets our internal investment criteria. Our existing investments in pipeline joint ventures all provide a combination of strategic benefit and return on investment. The strategic benefit for each is described below:

- The RIO Pipeline is positioned in the Delaware basin and benefits from drilling activity in the area, while also offering producers and shippers connections to Midland, Texas takeaway pipelines;
- The Caddo Pipeline provides crude oil logistics connectivity for shippers from Longview, Texas area to Shreveport, Louisiana area; and
- The Red River Pipeline provides crude oil transportation and optionality from Cushing, Oklahoma to Longview, Texas area and connectivity to our Caddo JV along with DKL Pipeline for access to Gulf Coast markets. It also has additional expansion optionality.

Market Trends

Business Environment

Fluctuations in crude oil prices and the prices of related refined products impact our operations and the operations of other master limited partnerships in the midstream energy sector. In particular, crude oil prices and the prices of related refined products have the ability to influence drilling activity in many basins and the amounts of capital spending that crude oil exploration and production companies incur to support future growth.

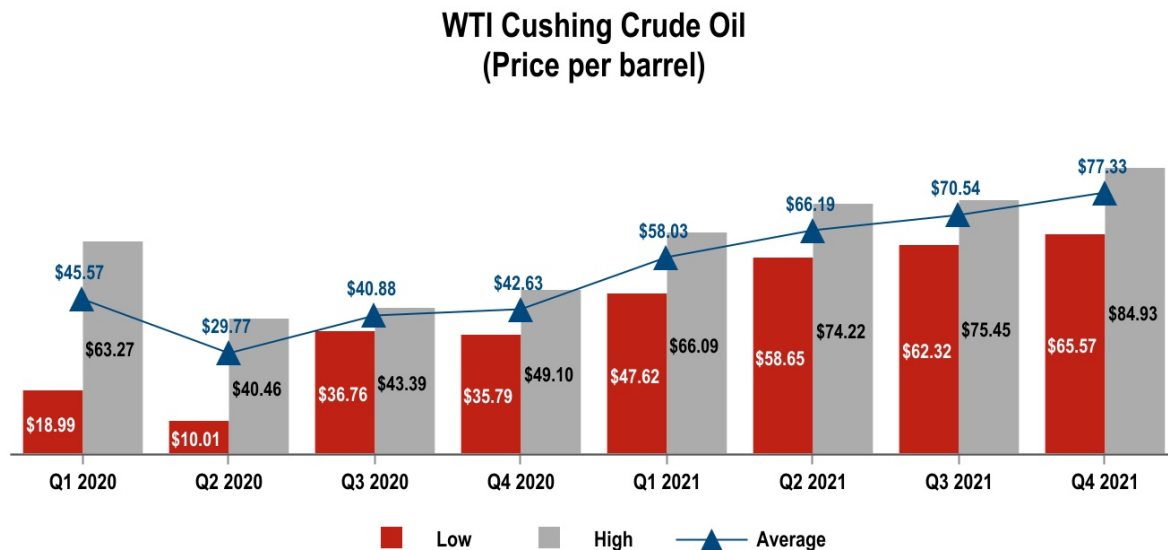
During the three months and year ended December 31, 2021, the U.S. economic activity continued its recovery path resulting in increases in consumption and demand for crude oil and refined products, although heightened uncertainty still remains due to the on-going COVID-19 Pandemic and the spread of new variants of the virus. Compared to the three months and year ended December 31, 2020, where reduced demand for crude oil and refined products related to the COVID-19 Pandemic, combined with production increases from OPEC+, had led to a significant reduction in crude oil prices, crude oil prices during the three months and year ended December 31, 2021 were steadily increasing.

The price of oil (WTI Cushing) closed at \$76.99 per barrel on December 31, 2021, \$28.47 per barrel higher than on December 31, 2020. The opening January 2021 price of oil (WTI Cushing) was \$47.62, increased to \$61.45 beginning April 2021 and reached a high of \$84.65 per barrel on October 26, 2021. Due to the sustained increase in oil prices, during the three months and year ended December 31, 2021, we experienced improved margins in the West Texas area, and better throughput for our assets with improved gross margins, when compared to the same period in 2020. We remain positively cautious about the recovery in demand and price of crude oil as it is not without volatility. The COVID-19 Pandemic, future OPEC+ decisions, global geopolitical and economic uncertainty continue to contribute to volatility in the financial and commodity markets. Our exposure to crude oil production, demand and commodity price fluctuations in our pipelines and transportation segment and our joint venture entities was limited due to minimum volume commitments under existing throughput contracts with customers, but continued pressure on our customers could present risks to our existing and new business opportunities as well as on collectability on our receivables. We believe we are strategically positioned, in these tougher market conditions to continue developing profitable growth projects that are needed to support future distribution growth in the midstream energy sector for the Partnership.

West Texas Marketing Operations

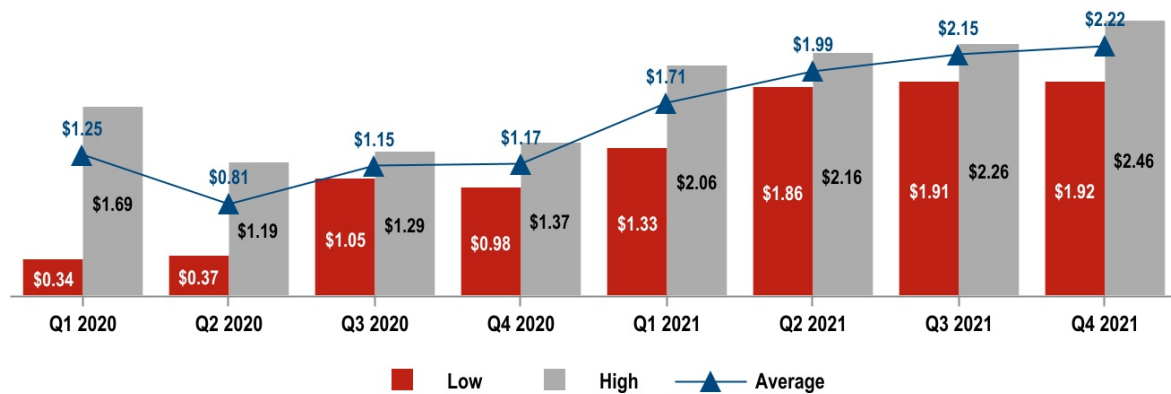
Overall demand for gathering and terminalling services in a particular area is generally driven by crude oil production in the area, which can be impacted by crude oil prices, refining economics and access to alternate delivery and transportation infrastructure. Additionally, volatility in crude oil, intermediate and refined products prices in the West Texas area and the value attributable to RINs can affect the results of our West Texas operations. For example, demand for refined products from our West Texas operations to industries that support crude oil exploration and production was subdued during the year ended December 31, 2021 due to the impact of the COVID-19 Pandemic leading to lower demand and sales of refined products and remained largely depressed during most of 2020. As discussed above, the U.S. economic activity is recovering and demand for and prices of crude oil and related refined products increased during the year ended December 31, 2021 as consumption of oil increased spurred by easing of COVID-19 related restrictions. Although we expect the direct effects from the Pandemic on U.S. oil consumption to decrease, some consumption patterns may be more lasting, including increased working from home and changes in travel behavior, which could limit growth in gasoline and jet fuel consumption.

See chart below for the high, low and average price per barrel of WTI crude oil for each of the quarterly periods during the years ended December 31, 2021 and 2020.

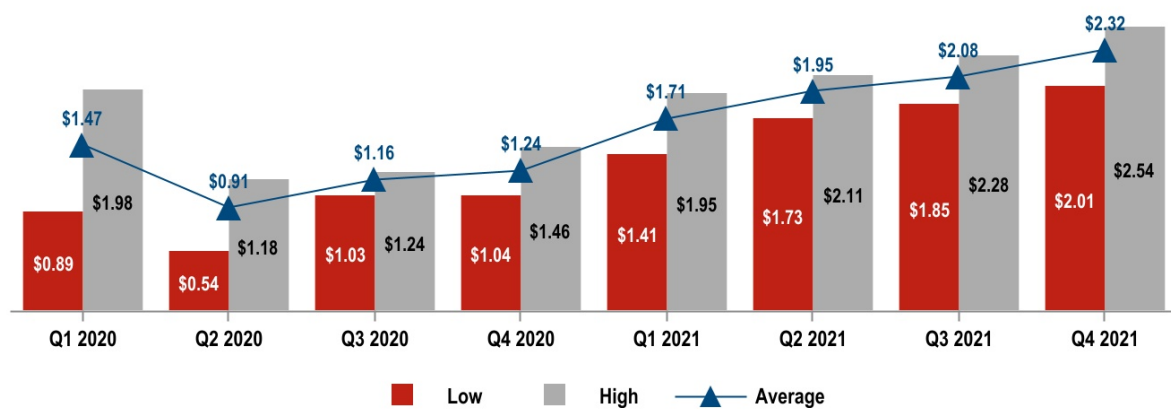


Also, the volatility of refined products prices may impact our margin in the West Texas operations when the selling price of refined products does not adjust as quickly as the purchase price. See below for the range of prices per gallon of gasoline and diesel for each of the quarterly periods during the years ended December 31, 2021 and 2020.

Gasoline Prices (Price per gallon)

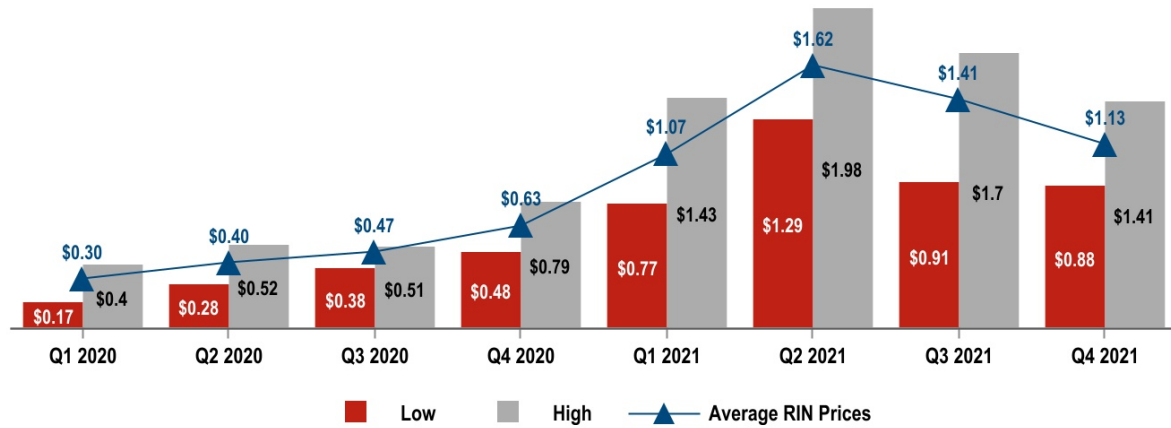


Diesel Prices (Price per gallon)



Our West Texas operations can benefit from RINs that are generated by ethanol blending activities. As a result, changes in the price of RINs can affect our results of operations. The RINs we generate are sold primarily to Delek Holdings at market prices. We sold approximately \$10.3 million and \$3.4 million of RINs to Delek Holdings during the years ended December 31, 2021 and 2020, respectively. See below for the high, low and average prices of RINs for each of the quarterly periods during the years ended December 31, 2021 and 2020.

Ethanol RIN Prices



All of these factors are subject to change over time. As part of our overall business strategy, management considers aspects such as location, acquisition and expansion opportunities and factors impacting the utilization of the refineries (and therefore throughput volumes), which may impact our performance in the market.

Non-GAAP Measures

Our management uses certain "non-GAAP" operational measures to evaluate our operating segment performance and non-GAAP financial measures to evaluate past performance and prospects for the future to supplement our GAAP financial information presented in accordance with U.S. GAAP. These financial and operational non-GAAP measures include:

- **Earnings before interest, taxes, depreciation and amortization ("EBITDA")** - calculated as net income before net interest expense, income tax expense, depreciation and amortization expense, including amortization of customer contract intangible assets, which is included as a component of net revenues in our accompanying condensed consolidated statements of income.
- **Distributable cash flow** - calculated as net cash flow from operating activities plus or minus changes in assets and liabilities, less maintenance capital expenditures net of reimbursements and other adjustments not expected to settle in cash. The Partnership believes this is an appropriate reflection of a liquidity measure by which users of its financial statements can assess its ability to generate cash.

EBITDA and distributable cash flow are non-U.S. GAAP supplemental financial measures that management and external users of our consolidated financial statements, such as industry analysts, investors, lenders and rating agencies, may use to assess:

- our operating performance as compared to other publicly traded partnerships in the midstream energy industry, without regard to historical cost basis or, in the case of EBITDA, financing methods;
- the ability of our assets to generate sufficient cash flow to make distributions to our unitholders;
- our ability to incur and service debt and fund capital expenditures; and
- the viability of acquisitions and other capital expenditure projects and the returns on investment of various investment opportunities.

We believe that the presentation of EBITDA and distributable cash flow provide information useful to investors in assessing our financial condition and results of operations. EBITDA and distributable cash flow should not be considered alternatives to net income, operating income, cash flow from operating activities or any other measure of financial performance or liquidity presented in accordance with U.S. GAAP. EBITDA and distributable cash flow have important limitations as analytical tools, because they exclude some, but not all, items that affect net income and net cash provided by operating activities. Additionally, because EBITDA and distributable cash flow may be defined differently by other partnerships in our industry, our definitions of EBITDA and distributable cash flow may not be comparable to similarly titled measures of other partnerships, thereby diminishing their utility. See below for a reconciliation of EBITDA and distributable cash flow to their most directly comparable U.S. GAAP financial measures.

Non-GAAP Reconciliations

The following table provides a reconciliation of EBITDA and distributable cash flow (which are defined above) to the most directly comparable U.S. GAAP measure, or net income and net cash from operating activities, respectively.

Reconciliation of net income to EBITDA (in thousands)

	Year Ended December 31,	
	2021	2020
Net income	\$ 164,822	\$ 159,256
Add:		
Income tax expense	153	223
Depreciation and amortization	42,770	35,731
Amortization of customer contract intangible assets	7,211	7,211
Interest expense, net	50,221	42,874
EBITDA	\$ 265,177	\$ 245,295

Reconciliation of net cash from operating activities to distributable cash flow (in thousands)

	Year Ended December 31,	
	2021	2020
Net cash provided by operating activities	\$ 275,162	\$ 193,016
Changes in assets and liabilities	(51,429)	19,777
Distributions from equity method investments in investing activities	8,774	2,741
Non-cash lease expense	(9,652)	(6,075)
Maintenance and regulatory capital expenditures ⁽¹⁾	(8,232)	(1,296)
Reimbursement from Delek Holdings for capital expenditures ⁽²⁾	1,913	263
Accretion of asset retirement obligations	(461)	(427)
Deferred income taxes	(353)	(401)
Other operating income, net	59	66
Distributable cash flow	\$ 215,781	\$ 207,664

⁽¹⁾ Maintenance and regulatory capital expenditures represent cash expenditures (including for the addition or improvement to, or the replacement of, our capital assets, and for the acquisition of existing, or the construction or development of new, capital assets) made to maintain our long-term operating income or operating capacity. Examples include expenditures for the repair, refurbishment and replacement of pipelines and terminals, to maintain equipment reliability, integrity and safety and to address environmental laws and regulations.

⁽²⁾ For the years ended December 31, 2021 and 2020, Delek Holdings reimbursed us for certain capital expenditures pursuant to the terms of the Omnibus Agreement (as defined in Note 4 to our accompanying consolidated financial statements).

Results of Operations

A discussion and analysis of the factors contributing to our results of operations is presented below. The financial statements, together with the following information, are intended to provide investors with a reasonable basis for assessing our historical operations but should not serve as the only criteria for predicting our future performance.

Consolidated Results of Operations - Comparison of the Year Ended December 31, 2021 versus the Year Ended December 31, 2020

The following table presents a summary of our consolidated results of operations and our segment operating performance for the years ended December 31, 2021 and December 31, 2020 (in thousands). The discussion of the year-over-year changes immediately following presents the consolidated results of operations for the year ended December 31, 2021. A detailed discussion of the fiscal 2020 year-over-year changes can be found in Item 7, Management's Discussion and Analysis of Financial Condition and Results of Operations, of the Annual Report on Form 10-K filed on March 1, 2021.

Consolidated	Year Ended December 31,	
	2021	2020
Net revenues:		
Affiliate	\$ 418,826	\$ 382,666
Third-Party	282,076	180,752
Total Consolidated	700,902	563,418
Cost of materials and other	384,409	269,094
Operating expenses (excluding depreciation and amortization presented below)	60,735	56,279
Contribution margin	255,758	238,045
General and administrative expenses	22,545	22,587
Depreciation and amortization	42,770	35,731
Other operating expense, net	(59)	(66)
Operating income	\$ 190,502	\$ 179,793
Interest expense, net	50,221	42,874
Income from equity method investments	(24,575)	(22,693)
Other (income) expense, net	(119)	133
Total non-operating expenses, net	25,527	20,314
Income before income tax expense	164,975	159,479
Income tax expense	153	223
Net income attributable to partners	\$ 164,822	\$ 159,256

Net Revenues

Net revenues increased by \$137.5 million, or 24.4%, in the year ended December 31, 2021 compared to the year ended December 31, 2020. The increase was primarily driven by the following:

- increased revenues associated with agreements executed in connection with the Permian Gathering Assets (formerly referred to as the Big Spring Gathering Assets Acquisition) and the Trucking Assets acquisitions, which were effective March 31, 2020 and May 1, 2020, respectively. See Note 3 to the consolidated financial statements in Item 8, Financial Statements and Supplementary Data, of this Annual Report on Form 10-K, for additional information;
- increased revenues at our BSR Crude Pipeline, as a result of new contracts executed in the second quarter of 2020; and
- increases in the average sales prices per gallon of gasoline and diesel sold, partially offset by decreases in the average volumes of gasoline and diesel sold in our West Texas marketing operations:
 - the average sales prices per gallon of gasoline and diesel sold increased by \$0.78 per gallon and \$0.83 per gallon, respectively; and
 - the volume of gasoline and diesel sold decreased by 10.5 million gallons and 8.8 million gallons, respectively.

Such increases were partially offset by the following:

- decreases in throughputs due to the impact of the severe freezing conditions that affected most of the regions where we operate resulting in lower volumes outside of contractual minimum volume commitments during the year ended December 31, 2021 when compared to the year ended December 31, 2020; and

- decreases in throughputs at the Paline Pipeline due to scheduled pipeline maintenance.

Cost of Materials and Other

Cost of materials and other increased by \$115.3 million, or 42.9%, in the year ended December 31, 2021 compared to the year ended December 31, 2020, primarily driven by the following:

- increases in the average cost per gallon of gasoline and diesel sold, partially offset by decreases in the average volumes of gasoline and diesel sold in our West Texas marketing operations:
 - the average cost per gallon of gasoline and diesel sold increased by \$0.83 per gallon and \$0.80 per gallon, respectively; and
 - the average volumes of gasoline and diesel sold decreased by 10.5 million gallons and 8.8 million gallons, respectively.
-

Operating Expenses

Operating expenses increased by \$4.5 million, or 7.9%, in the year ended December 31, 2021 compared to the year ended December 31, 2020, primarily driven by the following:

- increases in employee and outside service costs after cost cutting measures implemented to respond to the COVID-19 Pandemic, including delaying non-essential projects, ended;
 - increase in energy costs due to higher natural gas prices; and
 - increases in variable expenses such as maintenance and materials costs due to higher throughput.
-

General and Administrative Expenses

The changes in general and administrative expenses for the year ended December 31, 2021 compared to the year ended December 31, 2020 were immaterial.

Depreciation and Amortization

Depreciation and amortization increased by \$7.0 million, or 19.7%, in the year ended December 31, 2021 compared to the year ended December 31, 2020, primarily driven by the following:

- addition of assets to our asset base as a result of the Trucking Assets Acquisition and the Permian Gathering Assets Acquisition; and
 - higher asset additions in the current year compared to prior year as some projects which had been temporarily suspended when COVID-19 induced liquidity conservation were commenced.
-

Interest Expense

Interest expense increased by \$7.3 million, or 17.1%, in the year ended December 31, 2021 compared to the year ended December 31, 2020, primarily driven by the following:

- higher fixed rate interest on the new 2028 Notes issued during second quarter of 2021 compared to our floating interest rates under the DKL Credit Facility;
 - increased borrowings under the DKL Credit Facility as a result of our Permian Gathering Assets Acquisition, the Trucking Assets Acquisition and the IDR Restructuring Transaction; and
 - partially offset by a decrease in floating interest rates applicable to the DKL Credit Facility.
-

Results from Equity Method Investments

Income from equity method investments increased by \$1.9 million, or 8.3%, in the year ended December 31, 2021 compared to the year ended December 31, 2020, primarily driven by the following:

- increase in income from our Red River equity method investment due to higher throughput volumes and resulting revenue increases; and
- partially offset by decrease in income from Caddo and Rio equity method investments and lower income from our equity method investments in the first quarter of 2021 due to lower volumes as the impact of the February 2021 severe freezing conditions was pervasive across all of our equity method investments' pipeline systems. The Rio equity method investment income was also impacted by a major customer contract termination during the third quarter of 2021, resulting in lower revenues for the year.

Operating Segments

We review operating results in three reportable segments: (i) pipelines and transportation; (ii) wholesale marketing and terminalling; and (iii) investments in pipeline joint ventures. Decisions concerning the allocation of resources and assessment of operating performance are made based on this segmentation. Management measures the operating performance of each reportable segment based on the segment contribution margin, except for the investments in pipeline joint ventures segment, which is measured based on net income. Segment reporting is discussed in more detail in Note 15 to our accompanying consolidated financial statements. Segment contribution margin is defined as follows:

Segment contribution margin = Net revenues - Cost of materials and other - Operating expenses, excluding depreciation and amortization

Pipelines and Transportation Segment

Our pipelines and transportation segment assets provide crude oil gathering and crude oil, intermediate and refined products transportation and storage services to Delek Holdings and third parties. These assets include:

- the pipeline assets used to support Delek Holdings' El Dorado refinery (the "El Dorado Assets")
- the gathering system that supports transportation of crude oil to the El Dorado Refinery (the "El Dorado Gathering System")
- the Paline Pipeline System
- the East Texas Crude Logistics System
- the Tyler-Big Sandy Pipeline
- the El Dorado Tank Assets and El Dorado Rail Offloading Racks
- the Tyler Tank Assets and Tyler Crude Tank
- the Greenville-Mount Pleasant Pipeline and Greenville Storage Facility
- refined product pipeline capacity leased from Enterprise TE Products Pipeline Company ("Enterprise") that runs from El Dorado, Arkansas to our Memphis terminal and the Big Spring Pipeline
- pipelines and storage assets acquired in the Big Spring Logistics Assets Acquisition
- assets acquired in the Permian Gathering Assets Acquisition
- assets acquired in the Trucking Assets Acquisition

In addition to these operating systems, we own or lease 264 tractors and 353 trailers used to haul primarily crude oil and other products for related and third parties.

The following table and discussion present the results of operations and certain operating statistics of the pipelines and transportation segment for the years ended December 31, 2021 and 2020. A detailed discussion of the fiscal 2020 year-over-year changes can be found in Item 7, Managements' Discussion and Analysis of Financial Condition and Results of Operations, of the Annual Report on Form 10-K filed on March 1, 2021.

Pipelines and Transportation		
	Year Ended December 31,	
	2021	2020
Net Revenues:		
Affiliate	\$ 271,033	\$ 233,873
Third-Party	16,612	17,596
Total Pipelines and Transportation	287,645	251,469
Cost of materials and other	59,821	45,934
Operating expenses (excluding depreciation and amortization)	43,818	42,267
Segment contribution margin	\$ 184,006	\$ 163,268

Throughputs (average bpd)		
	Year Ended December 31,	
	2021	2020
El Dorado Assets:		
Crude pipelines (non-gathered)	65,335	74,179
Refined products pipelines to Enterprise Systems	48,757	53,702
El Dorado Gathering System	14,460	13,466
East Texas Crude Logistics System	22,647	15,960
Permian Gathering System ⁽¹⁾	80,285	82,817
Plains Connection System ⁽¹⁾	124,025	104,770

(1) Throughputs for the Permian Gathering System (formerly known as the Big Spring Gathering System) and the Plains Connection System are for approximately 275 days we owned the assets following the Permian Gathering Assets Acquisition effective March 31, 2020.

Operational Comparison of the Year Ended December 31, 2021 versus the Year Ended December 31, 2020

Net Revenues

Net revenues for the pipelines and transportation segment increased by \$36.2 million, or 14.4%, in the year ended December 31, 2021 compared to the year ended December 31, 2020, driven primarily by the following:

- increased revenues associated with agreements executed in connection with the Permian Gathering Assets Acquisition and the Trucking Assets Acquisition, which were effective March 31, 2020 and May 1, 2020, respectively. See Note 3 to the consolidated financial statements in Item 8, Financial Statements and Supplementary Data, of this Annual Report on Form 10-K, for additional information;
- increased revenues at our BSR Crude Pipeline, as a result of new contracts executed in the second quarter of 2020, during the year ended December 31, 2021 when compared to the year ended December 31, 2020; and
- partially offset by decreases in throughputs due to the impact of the severe freezing conditions that affected most of the regions where we operate resulting in lower volumes outside of contractual minimum volume commitments and decreases in throughputs at the Paline Pipeline due to scheduled pipeline maintenance during the year ended December 31, 2021 when compared to the year ended December 31, 2020.

Cost of Materials and Other

Cost of materials and other for the pipelines and transportation segment increased by \$13.9 million, or 30.2%, in the year ended December 31, 2021 compared to the year ended December 31, 2020, driven primarily by the following:

- increases in transportation costs related to our Trucking Assets due to the Trucking Assets Acquisition, which was effective May 1, 2020; and
- increases in driver wages and benefits and fuel expense proportionate to increases in fees, insurance, supplies and maintenance expenses.

Operating Expenses

Operating expenses for the pipelines and transportation segment increased by \$1.6 million, or 3.7%, in the year ended December 31, 2021 compared to the year ended December 31, 2020, primarily driven by the following:

- increase in energy costs due to higher natural gas prices; and
- increases in employee and outside service costs after cost cutting measures implemented to respond to the COVID-19 Pandemic, including delaying non-essential projects, ended.

Contribution Margin

Contribution margin for the pipelines and transportation segment increased by \$20.7 million, or 12.7%, in the year ended December 31, 2021 compared to the year ended December 31, 2020, primarily driven by the following:

- increases in revenues associated with agreements executed in connection with the Permian Gathering Assets Acquisition, the Trucking Assets Acquisition and the BSR Crude Pipeline; and
- partially offset by the increase in cost of materials and other in connection with the Trucking Assets Acquisition and an increase in operating expenses.

Wholesale Marketing and Terminalling Segment

We use our wholesale marketing and terminalling assets to generate revenue by providing wholesale marketing and terminalling services to Delek Holdings' refining operations and to independent third parties.

The table and discussion below present the results of operations and certain operating statistics of the wholesale marketing and terminalling segment for the years ended December 31, 2021 and 2020. A detailed discussion of the fiscal 2020 year-over-year changes can be found in Item 7, Management's Discussion and Analysis of Financial Condition and Results of Operations, of the Annual Report on Form 10-K filed on March 1, 2021.

Wholesale Marketing and Terminalling		
	Year Ended December 31,	
	2021	2020
Net revenues:		
Affiliate	\$ 147,793	\$ 148,793
Third-Party	265,464	163,156
Total Wholesale Marketing and Terminalling	413,257	311,949
Cost of materials and other	324,588	223,160
Operating expenses (excluding depreciation and amortization presented below)	16,917	14,012
Segment contribution margin	\$ 71,752	\$ 74,777

Operating Information		
	Year Ended December 31,	
	2021	2020
East Texas - Tyler Refinery sales volumes (average bpd) ⁽¹⁾	68,497	71,182
Big Spring marketing throughputs (average bpd)	78,370	76,345
West Texas marketing throughputs (average bpd)	10,026	11,264
West Texas marketing gross margin per barrel	\$ 3.72	\$ 2.37
Terminalling throughputs (average bpd) ⁽²⁾	138,301	147,251

(1) Excludes jet fuel and petroleum coke.

(2) Consists of terminalling throughputs at our Tyler, Big Spring, Big Sandy and Mount Pleasant, Texas terminals, our El Dorado and North Little Rock, Arkansas terminals and our Memphis and Nashville, Tennessee terminals.

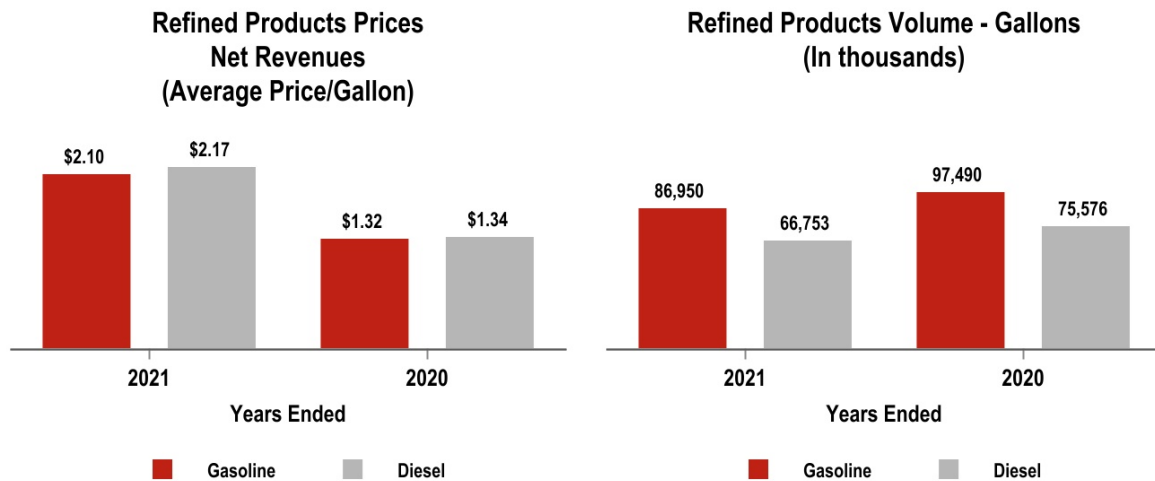
Operational Comparison of the Year Ended December 31, 2021 versus the Year Ended December 31, 2020

Net Revenues

Net revenues for the wholesale marketing and terminalling segment increased by \$101.3 million, or 32.5%, in the year ended December 31, 2021 compared to the year ended December 31, 2020, primarily driven by the following:

- increases in the average sales prices per gallon of gasoline and diesel sold, partially offset by decreases in the average volumes of gasoline and diesel sold in our West Texas marketing operations:
 - the average sales prices per gallon of gasoline and diesel sold increased by \$0.78 per gallon and \$0.83 per gallon, respectively; and
 - the average volumes of gasoline and diesel sold decreased by 10.5 million gallons and 8.8 million gallons, respectively.

The following charts show summaries of the average sales prices per gallon of gasoline and diesel and refined products volume impacting our West Texas operations for the years ended December 31, 2021 and 2020.

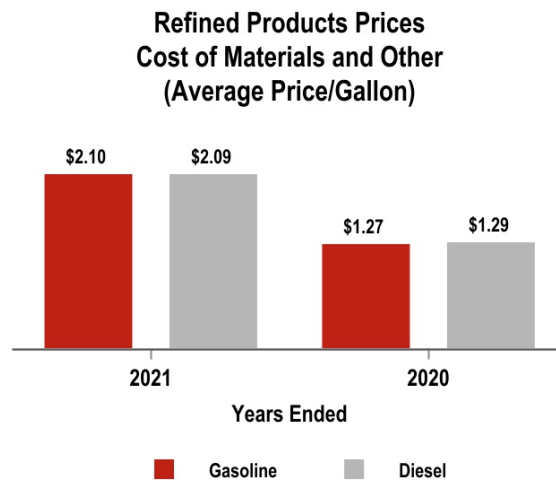


Cost of Materials and Other

Cost of materials and other for the wholesale marketing and terminalling segment increased by \$101.4 million, or 45.5%, in the year ended December 31, 2021 compared to the year ended December 31, 2020, primarily driven by the following:

- increases in the average cost per gallon of gasoline and diesel sold, partially offset by decreases in the average volumes of gasoline and diesel sold in our West Texas marketing operations:
 - the average cost per gallon of gasoline and diesel sold increased by \$0.83 per gallon and \$0.80 per gallon, respectively; and
 - the average volumes of gasoline and diesel sold decreased by 10.5 million gallons and 8.8 million gallons, respectively.

The following chart shows a summary of the average prices per gallon of gasoline and diesel purchased in our West Texas operations for the years ended December 31, 2021 and 2020. Refer to the Refined Products Volume - Gallons chart above for a summary of volumes impacting our West Texas operations.



Operating Expenses

Operating expenses increased by \$2.9 million, or 20.7%, in the year ended December 31, 2021 compared to the year ended December 31, 2020, primarily driven by the following:

- increases in variable expenses such as utilities, maintenance and material costs; and
 - this increase was partially offset by lower operating costs associated with allocated contract services pertaining to certain of our assets.
-

Contribution Margin

Contribution margin for the wholesale marketing and terminalling segment decreased by \$3.0 million, or 4.0%, in the year ended December 31, 2021 compared to the year ended December 31, 2020, primarily driven by the following:

- increases in cost of materials and other due to increases in average cost per gallon of diesel and gasoline sold;
- increases in operating expenses; and
- partially offset by increases in revenue due to increases in average sales price per gallon of diesel and gasoline sold.

Investments in Pipeline Joint Ventures Segment

The Investments in Pipeline Joint Venture segment relates to equity method accounted strategic Joint Venture investments which support the Delek Holdings operations in terms of offering connection to takeaway pipelines, alternative crude supply sources and flow of high quality crude oil to the Delek Holdings refining system. As a result, Delek Holdings is a major shipper and customer on certain of the Joint Venture pipelines, with minimum volume commitment ("MVC") agreements, which cushion the Joint Venture entities during periods of low activity as recently experienced due to the impact of COVID-19 Pandemic and impact of the extreme weather events. The other Joint Venture owners are usually major shippers on the pipelines resulting in a majority of the revenue of the Joint Venture entities coming from MVC agreements with related entities.

Investments in pipeline joint ventures segment include the Partnership's joint ventures investments described in Note 14 to our accompanying consolidated financial statements.

Refer to Consolidated Results of Operations above for details and discussion of the investments in pipeline joint ventures segment for the year ended December 31, 2021.

Liquidity and Capital Resources

Sources of Capital

We consider the following when assessing our liquidity and capital resources:

- (i) cash generated from operations;
- (ii) borrowings under our revolving credit facility;
- (iii) potential issuance of additional equity; and
- (iv) potential issuance of additional debt securities.

At December 31, 2021 our total liquidity amounted to \$596.3 million comprised of \$592.0 million in unused credit commitments under the DKL Credit Facility and \$4.3 million in cash and cash equivalents. We have the ability to increase the DKL Credit Facility to \$1.0 billion subject to receiving increased or new commitments from lenders and meeting certain requirements under the credit facility. Historically, we have generated adequate cash from operations to fund ongoing working capital requirements, pay quarterly cash distributions and operational capital expenditures, and we expect the same to continue in the foreseeable future. Other funding sources, including the issuance of additional debt securities, have been utilized to fund growth capital projects such as dropdowns. In addition, we have historically been able to source funding at rates that reflect market conditions, our financial position and our credit ratings. We continue to monitor market conditions, our financial position and our credit ratings and expect future funding sources to be at rates that are sustainable and profitable for the Partnership. However, there can be no assurances regarding the availability of any future financings or additional credit facilities or whether such financings or additional credit facilities can be made available on terms that are acceptable to us.

We believe we have sufficient financial resources from the above sources to meet our funding requirements in the next 12 months, including working capital requirements, quarterly cash distributions and capital expenditures. Nevertheless, our ability to satisfy working capital requirements, to service our debt obligations, to fund planned capital expenditures, or to pay distributions will depend upon future operating performance, which will be affected by prevailing economic conditions in the oil industry and other financial and business factors, including the current COVID-19 Pandemic and crude oil prices, some of which are beyond our control.

Our largest customer is Delek Holdings, a related party, with whom we have various commercial agreements. Delek Holdings has initiated several steps as part of a strategic plan to navigate the current volatile markets and preserve or enhance its liquidity, including re-negotiating and extending financing arrangements, temporary suspension of growth and non-essential projects, reductions in capital and operating expenditures, divesting of non-strategic and underperforming assets, suspension of its stock repurchases and dividends, and exploring other potential financing opportunities. We believe such actions will allow Delek Holdings to continue to honor its commercial agreements with us. In addition, we eliminated the IDRs which helped lower our cost of capital and preserve our liquidity.

We continuously review our liquidity and capital resources. If market conditions were to change, for instance due to a significant decline in crude oil prices or uncertainty created by the COVID-19 Pandemic, and our revenue was reduced significantly or operating costs were to increase significantly, our cash flows and liquidity could be reduced. Additionally, it could cause the rating agencies to lower our credit ratings. There are no ratings triggers that would accelerate the maturity of any borrowings under our debt agreements. Management continues to actively respond to the impact of the COVID-19 Pandemic to enhance our liquidity position. Such actions include seeking alternative financing solutions and enacting cost reduction measures. Refer to the Business Overview section of this MD&A for a complete discussion of the uncertainties identified by management and the actions taken to respond to the COVID-19 Pandemic.

We believe we were in compliance with the covenants in all our debt facilities as of December 31, 2021. After considering the potential effect of the uncertainty created by the COVID-19 Pandemic on our operations, we currently expect to remain in compliance with our debt covenants. See Note 11 to our consolidated financial statements for a complete discussion of our third-party indebtedness.

Cash Distributions

On January 21, 2022, the board of directors of our general partner declared a distribution of \$0.975 per common unit (the "Distribution"), which equates to approximately \$42 million per quarter, or approximately \$170 million per year, based on the number of common units outstanding as of February 1, 2022. The Distribution was paid on February 8, 2022 to common unitholders of record on February 1, 2022 and represents a 7.1% increase over the fourth quarter 2020 distribution. We have set a distribution growth guidance of 5% for the full year 2022. This increase in the distribution is consistent with our intent to maintain an attractive distribution growth profile over the long term. Although our Partnership Agreement requires that we distribute all of our available cash each quarter, we do not otherwise have a legal obligation to distribute any particular amount per common unit.

The table below summarizes the quarterly distributions related to our 2021 quarterly financial results:

Quarter Ended	Total Quarterly Distribution Per Limited Partner Unit	Total Quarterly Distribution Per Limited Partner Unit, Annualized	Total Cash Distribution, including general partner interest (in thousands)	Date of Distribution	Unitholders Record Date
March 31, 2021	\$0.920	\$3.68	\$39,968	May 14, 2021	May 10, 2021
June 30, 2021	\$0.940	\$3.76	\$40,846	August 11, 2021	August 5, 2021
September 30, 2021	\$0.950	\$3.80	\$41,286	November 10, 2021	November 5, 2021
December 31, 2021	\$0.975	\$3.90	\$42,384	February 8, 2022	February 1, 2022

Cash Flows

The following table sets forth a summary of our consolidated cash flows for the years ended December 31, 2021 and 2020 (in thousands):

	Year Ended December 31,	
	2021	2020
Net cash provided by operating activities	275,162	193,016
Net cash used in investing activities	(16,360)	(123,138)
Net cash used in by financing activities	(258,753)	(71,180)
Net increase (decrease) in cash and cash equivalents	\$ 49	\$ (1,302)

Operating Activities

Net cash provided by operating activities increased by \$82.1 million for the year ended December 31, 2021 compared to the year ended December 31, 2020. The increase in cash provided by operations was primarily due to higher net cash receipts from customers and cash dividends from the Equity Method Investments during the year ended December 31, 2021 compared to the year ended December 31, 2020 driven by the increase in revenue for the operations. These cash flow increases were offset by higher cash paid out to suppliers for inventory during the year ended December 31, 2021 compared to the year ended December 31, 2020 as a result of a increase in cost per barrel for the marketing operations and increases in operational expenses.

Investing Activities

Net cash used in investing activities decreased by \$106.8 million during the year ended December 31, 2021 compared to the year ended December 31, 2020. There were no asset acquisitions during the year ended December 31, 2021 compared to the acquisition of the Permian Gathering Assets and Trucking Assets during the year ended December 31, 2020. Additionally, there were lower contributions to equity method investments during the year ended December 31, 2021 compared to the year ended December 31, 2020. The Permian Gathering Assets Acquisition was partially financed with cash from drawdown of the DKL Credit Facility amounting to \$100.0 million and the Trucking Assets Acquisition was financed with cash from drawdown of the DKL Credit Facility amounting to \$48.0 million of which \$0.5 million was recorded as investing activity with \$47.6 million recorded in financing activities as a distribution to Delek Holdings and general partner unitholders pursuant to the asset acquisitions under common control guidance. Transaction costs paid amounting to \$1.0 million were capitalized for the Permian Gathering Assets Acquisition and the Trucking Assets Acquisition. We disbursed \$1.4 million in additional contributions to our equity method investments during the year ended December 31, 2021 compared to \$12.2 million during the year ended December 31, 2020. These decreases were offset by additions to property, plant and equipment amounting to \$24.0 million and distributions from equity method investments amounting \$8.8 million during the year ended December 31, 2021 compared to additions to property, plant and equipment amounting to \$13.3 million and distributions from equity method investments amounting to \$2.7 million during the year ended December 31, 2020.

Financing Activities

Net cash used in financing activities increased by \$187.6 million for the year ended December 31, 2021 compared to the year ended December 31, 2020. We repaid \$488.6 million under the revolving credit facility during the year ended December 31, 2021, compared to net proceeds of \$158.2 million under the revolving credit facility during the year ended December 31, 2020. In addition, we paid quarterly cash distributions

totaling \$161.7 million during the year ended December 31, 2021, compared to quarterly cash distributions totaling \$136.8 million during the year ended December 31, 2020. On May 24, 2021, the Partnership and our wholly owned subsidiary Delek Logistics Finance Corp. ("Finance Corp." and together with the Partnership, the "Issuers") issued \$400.0 million in aggregate principal amount of 7.125% senior notes due 2028 (the "2028 Notes"). Proceeds of \$400.0 millions were received and deferred financing costs amounting to \$(6.2) millions were paid. The Partnership used the net proceeds received from the sale of the 2028 Notes to repay portion of the outstanding borrowings under the revolving credit facility. During the year ended December 31, 2020, payments to Delek Holdings unitholders related to Trucking Assets Acquisition amounting to \$47.6 million and payments to our general partner for conversion of its interest and elimination of IDR amounting to \$45.0 million were recorded in financing activities, whilst there were no such payments during the year ended December 31, 2021.

The sources of cash to finance the asset acquisitions from Delek Holdings during the year ended December 31, 2020 primarily consisted of the \$100.0 million drawdown under the DKL Credit Facility to part-finance the Permian Gathering Assets Acquisition and \$48.0 million drawdown to finance the Trucking Asset Acquisition. The Permian Gathering Assets Acquisition was also financed by the issuance of 5.0 million units to Delek US Energy, Inc. (a wholly owned subsidiary of Delek US Holdings, Inc.).

Debt Overview

As of December 31, 2021, we had total indebtedness of \$899.0 million comprised of \$394.3 million of 7.125% senior notes due 2028 (the "2028 Notes"), net of deferred financing costs, \$258.0 million under the amended and restated senior secured revolving agreement (the "DKL Credit Facility") and \$246.7 million of 6.75% senior notes due 2025 (the "2025 Notes"), the latter net of deferred financing costs and original issue discount. Deferred financing costs amounted to \$5.7 million on the 2028 Notes. Deferred financing costs and original issue discount on the 2025 Notes amounted to \$2.5 million and \$0.8 million, respectively. The decrease of \$93.3 million in our long-term debt balance compared to the balance at December 31, 2020 resulted from the payments under the DKL Credit Facility during the year ended December 31, 2021, partially offset by the amortization of the deferred financing costs and original issuance discount under our 2025 and 2028 Notes. As of December 31, 2021, our total indebtedness consisted of:

- An aggregate principal amount of \$258.0 million under the Delek Logistics Credit Facility ("revolving credit facility"), due on September 28, 2023, with average borrowing rate of 2.46%.
- An aggregate principal amount of \$246.7 million, under the Delek Logistics Notes (6.75% senior notes), due in 2025, with an effective interest rate of 7.20%.
- An aggregate principal amount of \$394.3 million, under the 2028 Notes (7.125% senior notes), due in 2028, with an effective interest rate of 7.41%.

We believe we were in compliance with the covenants in all debt facilities as of December 31, 2021. See Note 11 to our consolidated financial statements in Item 8, Financial Statements and Supplementary Data, of this Annual Report on Form 10-K for a complete discussion of our third-party indebtedness.

Agreements Governing Certain Indebtedness of Delek Holdings

Although we are not contractually bound by and are not liable for Delek Holdings' debt under its credit arrangements, we are indirectly affected by certain prohibitions and limitations contained therein. Specifically, certain of Delek Holdings' credit arrangements require that Delek Holdings meet certain minimum covenant levels for (i) consolidated shareholders' equity and (ii) a ratio of consolidated shareholders' equity to adjusted total assets. Delek Holdings, due to its majority ownership and control of our general partner, has the ability to prevent us from taking actions that would cause Delek Holdings to violate these and any other covenants in its credit arrangements or otherwise be in default under any of its credit arrangements. As a result we cannot assure you that such covenants will not impact our ability to use the full capacity under our revolving credit facility in the future. Please read Item 1A. "Risk Factors—Risks Relating to Our Business—Delek Holdings' level of indebtedness, the terms of its borrowings and any future credit ratings could adversely affect our ability to grow our business, our ability to make cash distributions to our unitholders and our credit profile. Our current and future credit ratings may also be affected by Delek Holdings' level of indebtedness and financial performance and credit ratings."

Equity Units Overview

On December 20, 2021, Delek Holdings announced a program to sell up to 434,590 common limited partner units over the next three months in open market transactions. See Note 4 to our accompanying consolidated financial statements for additional details.

On August 13, 2020, we closed the IDR Restructuring Transaction. To effect this transaction, our Partnership Agreement was amended and restated. See Note 4 to our accompanying consolidated financial statements for additional details.

In August 2020, we filed a shelf registration statement, which subsequently became effective, with the U.S. Securities and Exchange Commission for the proposed re-sale or disposition from time to time by Delek Holdings of up to 14.0 million common limited partner units. We will not sell any securities under this shelf registration statement and we will not receive any proceeds from the sale of the securities by Delek Holdings.

On March 31, 2020, we issued 5.0 million common limited partner units to Delek Holdings as part of the consideration for the Permian Gathering Assets Acquisition. In connection with the issuance of these units and in accordance with the Partnership Agreement, we issued additional general partner units in an amount necessary to maintain the 2% general partner interest as defined in the Partnership Agreement.

Contemporaneous with the above issuance, the Board of the general partner waived distributions in respect of the IDR's associated with the 5.0 million Additional Units for at least two years, through at least the distribution for the quarter ending March 31, 2022 ("IDR Waiver"). The IDR Waiver essentially reduced the distribution made to the holders of the IDRs during this period, as the holders would not receive a share of the distribution made on the Additional Units. An additional waiver letter was signed that waived all of the distributions for the first quarter of 2020 on the Additional Units with respect to base distributions and the IDRs. The IDR Restructuring Transaction on August 13, 2020, permanently eliminated all of the IDRs. See Note 4 to our consolidated financial statements in Item 8, Financial Statements and Supplementary Data, of this Annual Report on Form 10-K, for additional details.

Capital Spending

A key component of our long-term strategy is our capital expenditure program. The following table summarizes our actual capital expenditures for the year ended December 31, 2021 and planned capital expenditures for the full year 2022 by segment and by major category:

(in thousands)

	Full Year 2022 Forecast	Year Ended December 31, 2021
Pipelines and Transportation		
Regulatory ⁽²⁾	\$ 5,919	\$ 1,897
Maintenance ⁽¹⁾	3,538	3,631
Discretionary ⁽²⁾	58,739	16,814
Pipelines and Transportation Segment Total ⁽⁴⁾	\$ 68,196	\$ 22,342
Wholesale Marketing and Terminalling		
Regulatory ⁽³⁾	\$ 2,135	\$ 663
Maintenance ⁽¹⁾	250	1,099
Discretionary	214	3,347
Wholesale Marketing and Terminalling Segment Total ⁽⁴⁾	\$ 2,599	\$ 5,109
Total Capital Spending ⁽⁴⁾	\$ 70,795	\$ 27,451

(1) Maintenance capital expenditures represent cash expenditures (including expenditures for the addition or improvement to, or the replacement of, our capital assets, and for the acquisition of existing, or the construction or development of new, capital assets) made to maintain our long-term operating income or operating capacity. Examples of maintenance capital expenditures are expenditures for the repair, refurbishment and replacement of pipelines and terminals, to maintain equipment reliability, integrity and safety and to address environmental laws and regulations. Delek Holdings has agreed to reimburse us with respect to certain assets it has transferred to us pursuant to the terms of the Omnibus Agreement (as defined in Note 4 to our accompanying consolidated financial statements).

(2) The majority of the \$58.7 million for discretionary projects in the pipelines and transportation segment is expected to be spent on scheduled maintenance and improvements to certain of our tanks and development of our Permian Gathering Assets. The \$5.9 million budgeted for regulatory projects in the pipelines and transportation segment is expected to be spent on certain of our pipelines to maintain their operational integrity. These expenditures have historically been and will continue to be financed through cash generated from operations.

(3) The majority of the \$2.1 million budgeted for regulatory projects in the wholesale marketing and terminalling segment relates to scheduled maintenance and improvements on our terminalling tanks and racks at certain of our terminals. These expenditures have historically been and will continue to be financed through cash generated from operations.

(4) Capital spending for the year ended December 31, 2021 excludes contributions to equity method investments amounting to \$1.4 million. There are no scheduled contributions to equity method investments for 2022.

The amount of our capital expenditure budget is subject to change due to unanticipated increases in the cost, scope and completion time for our capital projects. For example, we may experience increases in the cost of and/or timing to obtain necessary equipment required for our continued compliance with government regulations or to complete improvement projects. Additionally, the scope and cost of employee or contractor labor expense related to installation of that equipment could increase from our projections.

Long-term Cash Requirements

Information regarding our known contractual obligations of the types described below, as of December 31, 2021, is set forth in the following table (in thousands):

	<1 Year	1-3 Years	3-5 Years	>5 Years	Total
Long term debt and notes payable	\$ —	\$ 258,000	\$ 250,000	\$ 400,000	\$ 908,000
Interest ⁽¹⁾	51,815	95,531	65,438	42,750	255,534
Finance Lease Obligation	2,965	3,127	24	—	6,116
Operating lease commitments ⁽²⁾	7,775	11,981	2,784	425	22,965
Total	\$ 62,555	\$ 368,639	\$ 318,246	\$ 443,175	\$ 1,192,615

(1) Includes expected interest payments on debt balances outstanding under the DKL Credit Facility and the 2025 and 2028 Notes at December 31, 2021. Floating interest rate debt is calculated using rates in effect on December 31, 2021.

(2) Amounts reflect future estimated lease payments under operating leases having remaining non-cancelable terms in excess of one year as of December 31, 2021.

We also have other non-current liabilities pertaining to environmental liabilities and asset retirement obligations. With the exception of amounts classified as current, there is uncertainty as to the timing of future cash flows related to these obligations. As such, we have excluded the future

cash flows from the contractual commitments table above. See additional information on asset retirement obligations and environmental liabilities in Notes 2 and 17, respectively, to our consolidated financial statements in Item 8.

Other Cash Requirements

Our other cash requirements consisted of operating activities, cash distributions to unitholders, contributions to investments in joint ventures and capital expenditures. Operating activities included cash outflows related to payments to suppliers for crude and other materials and payments for services. Refer to the Cash Flow section for our operating activities spend in 2021. While many of the expenses related to the operating activities are variable in nature, some of the expenditures can be somewhat fixed in the short-term due to forward planning on our level of activity. Refer to Cash Distributions section for cash distributions made in 2021 and planned distributions for 2022. Refer to the capital spending section for our capital expenditures for 2021 and our planned capital expenditures for 2022.

Off-Balance Sheet Arrangements

We have no off-balance sheet arrangements through the date of the filing of this Annual Report on Form 10-K.

Critical Accounting Estimates

The fundamental objective of financial reporting is to provide useful information that allows a reader to comprehend our business activities. We prepare our consolidated financial statements in conformity with GAAP, and in the process of applying these principles, we must make judgments, assumptions and estimates based on the best available information at the time. To aid a reader's understanding, management has identified our critical accounting estimates. These estimates are considered critical because they are both most important to the portrayal of our financial condition and results, and require our most difficult, subjective or complex judgments. Often they require judgments and estimation about matters which are inherently uncertain and involve measuring at a specific point in time, events which are continuous in nature. Actual results may differ based on the accuracy of the information utilized and subsequent events, some over which we may have little or no control.

Equity Method Investments and Impairment

Equity investments for which we determine we have significant influence are accounted for as equity method investments. Amounts recognized for equity method investments are included in our consolidated balance sheets and adjusted for our share of the net earnings and losses of the investee, dividends received and cash distributions from the investee, which are separately stated in our consolidated statements of income and comprehensive income and our consolidated statements of cash flows. The carrying value of each equity method investment is evaluated for impairment when conditions exist that indicate it is more likely than not that an impairment may have occurred, which may include the loss of a key contract, lack of sustained earnings or a deterioration of market conditions, among others. In such circumstances, we are required to determine the fair value of the investment and compare it to the carrying value. When the fair value is less than carrying value and when such condition is deemed to be other than temporary, the carrying value of the investment is considered to be impaired and is adjusted to its fair value, and the amount of the impairment is included in net income. In making the determination as to whether a decline is other than temporary, the Partnership considers such factors as the duration and extent of the decline, the investee's financial performance, and our ability and intention to retain the investment for a period that will be sufficient to allow for any anticipated recovery in the investment's market value. The new cost basis of the investment is not changed for subsequent recoveries in fair value.

During the year ended December 31, 2021, we identified the non-renewal of a significant revenue contract which expired on August 31, 2021 by a customer and major shareholder of Andeavor Logistics RIO Pipeline LLC ("Andeavor Logistics") and lower competitor tariff rates compared to FERC approved tariff rates as indicator requiring that we perform an impairment assessment on our equity method investment. No indicators were identified on our equity method investments in Red River and Caddo. The fair value of our Andeavor Logistics equity method investment was estimated using the income approach and the market approach. The income approach utilizes a discounted cash flow model incorporating management's expectations of the investee's future revenue (including the throughput barrel per day sold and related reduced tariff rates), operating expenses and earnings before interest, taxes, depreciation and amortization, capital expenditures and an anticipated tax rate ("EBITDA") and the estimated long term growth rate. The related cash flow forecasts are discounted using an estimated weighted average cost of capital ("WACC") at the date of valuation. For the market approach, we utilized the estimated 2022 EBITDA multiples for guideline comparable companies applied to Andeavor Logistics' estimated 2022 EBITDA to estimate the fair value.

We performed certain analyses on the most significant inputs in our valuation model to evaluate the impact of the judgments made on the fair value of the investee. This included sensitivity analysis and stress testing on certain of our inputs to our valuation model, including the estimated revenue (including the throughput barrel per day and tariff rates), EBITDA margin and WACC. Based on our analyses, we determined that there was no other than temporary impairment on our equity method investment as of December 31, 2021.

We performed a sensitivity analysis on our impairment test as of December 31, 2021, noting the following:

	Equity Method Investment Balance at December 31, 2021	Stress Testing Range of Estimated Fair Values	% Estimated Fair Value exceeds Carrying Value ⁽¹⁾	Sensitivity	
				Increase in WACC that could cause impairment ⁽²⁾	Percentage decrease in tariff rates that could cause impairment
Andeavor Logistics	\$44,319	\$44,224 - \$71,556	> 20%	6.5%	(30.0)%

⁽¹⁾ Carrying Value compared to our selected Fair Value Point Estimate

⁽²⁾ Assumes no other changes in any of the key assumptions related to the selected Point Estimate.

Qualitative matters that may impact our estimates of the fair value of our equity method investment include assumptions regarding the timing of another throughput contract and ramp up of throughput volumes, timing of competitor tariff rates recovery compared to FERC tariff rates, the pipeline location and resultant impact on possible customers capacity utilization, the Delaware Permian Basin takeaway and production levels, regulatory impacts, competitors entering the location by building competing pipelines, and other operational issues which might affect Andeavor Logistics' ability to scale up throughput capacity.

The Partnership bases its assumptions on projected financial information that the Partnership believes is reasonable, but those assumptions require judgment and are forward looking in nature. However, actual results may differ materially from those projections. If actual results were subsequently materially lower than expected, if significant adverse changes were to occur in its operating environment, if a significant increase in the discount rate were to be needed, and/or if changes in other assumptions were to happen, the Partnership's estimate of the fair value of its equity investment could change materially.

New Accounting Pronouncements

See Note 2 to the consolidated financial statements in Item 8, Financial Statements and Supplementary Data, of this Annual Report on Form 10-K for a discussion of new accounting pronouncements applicable to us.

ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Impact of Changing Prices

Our revenues and cash flows, as well as estimates of future cash flows, are sensitive to changes in commodity prices. Shifts in the cost of crude oil, the prices of refined products and the cost of ethanol can generate changes in the operating margin in our wholesale marketing and terminalling segment.

Interest Rate Risk

Debt that we incur under the DKL Credit Facility bears interest at floating rates and will expose us to interest rate risk. The annualized impact of a hypothetical one percent change in interest rates on our floating rate debt outstanding as of December 31, 2021 would be to change interest expense by approximately \$2.6 million.

LIBOR Transition

LIBOR is a commonly used indicative measure of the average interest rate at which major global banks could borrow from one another. The United Kingdom's Financial Conduct Authority, which regulates LIBOR, discontinued the reporting of certain LIBOR rates on December 31, 2021 and has publicly announced that it intends to discontinue all USD LIBOR rates after June 2023. Certain of our agreements use LIBOR as a "benchmark" or "reference rate" for various terms. Some agreements contain an existing LIBOR alternative. Where there is not an alternative, we expect to replace the LIBOR benchmark with an alternative reference rate. While we do not expect the transition to an alternative rate to have a significant impact on our business or operations, it is possible that the move away from LIBOR could materially impact our borrowing costs on our variable rate indebtedness.

ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

The information required by Item 8 is incorporated by reference to the section beginning on page F-1.

ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE

None.

ITEM 9A. CONTROLS AND PROCEDURES

Evaluation of Disclosure Controls and Procedures

Our disclosure controls and procedures are designed to provide reasonable assurance that the information that we are required to disclose in reports we file under the Securities Exchange Act of 1934, as amended (the "Exchange Act") is accumulated and appropriately communicated to management. We carried out an evaluation required by Rule 13a-15(b) of the Exchange Act, under the supervision and with the participation of our management, including the Chief Executive Officer and Chief Financial Officer, of the effectiveness of the design and operation of our disclosure controls and procedures at the end of the reporting period. Based on that evaluation, the Chief Executive Officer and Chief Financial Officer concluded that our disclosure controls and procedures were effective as of the end of the reporting period.

Management's Annual Report on Internal Control over Financial Reporting

Our management is responsible for establishing and maintaining adequate internal control over financial reporting. Our internal control over financial reporting is a process that is designed under the supervision of our Chief Executive Officer and Chief Financial Officer, and implemented by the board of directors of our general partner, management and other personnel, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with U.S. GAAP. Our internal control over financial reporting includes those policies and procedures that:

- i. Pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of our assets;

- ii. Provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with U.S. GAAP and that receipts and expenditures recorded by us are being made only in accordance with authorizations of our management and the board of directors of our general partner; and
- iii. Provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use or disposition of our assets that could have a material effect on our financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions or that the degree of compliance with the policies and procedures may deteriorate.

Management has conducted its evaluation of the effectiveness of internal control over financial reporting as of December 31, 2021, based on the framework in Internal Control - Integrated Framework (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission. Management's assessment included an evaluation of the design of our internal control over financial reporting and testing the operational effectiveness of our internal control over financial reporting. Management reviewed the results of the assessment with the Audit Committee of the board of directors of our general partner. Based on its assessment and review with the Audit Committee, management concluded that, as of December 31, 2021, we maintained effective internal control over financial reporting.

Changes in Internal Control over Financial Reporting

There have been no changes in our internal control over financial reporting identified in connection with the evaluation required by paragraph (d) of Exchange Act Rules 13a-15 or 15d-15 that occurred during the quarter ended December 31, 2021 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting. Although most of the corporate employees seconded by Delek Holdings to work for the Partnership have shifted to a remote working environment due to the COVID-19 Pandemic, we have not experienced a material impact to our internal control over financial reporting. We are continually monitoring and assessing the COVID-19 Pandemic to minimize the impact on the design and operating effectiveness of our internal controls.

Report of Independent Registered Public Accounting Firm

Our independent registered public accounting firm, Ernst & Young LLP, has audited the effectiveness of our internal control over financial reporting as of December 31, 2021, as stated in their report, which is included in the section beginning on page F-1.

ITEM 9B. OTHER INFORMATION

None.

PART III

ITEM 10. DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE

Our general partner, Delek Logistics GP, LLC, is an indirect subsidiary of Delek Holdings. As of December 31, 2021, two individuals (Messrs. Yemin and Spiegel) serve as both directors and executive officers of the general partner and as officers and, with respect to Mr. Yemin, a director, of Delek Holdings. Our general partner manages our operations and activities on our behalf through its officers and directors. References in this Part III to the "Board," "directors," or "officers" refer to the Board, directors and officers of our general partner.

The Board of Directors

The directors oversee our operations. The members of the Board are not elected by our unitholders and will not be subject to re-election by our unitholders in the future. The general partner is a limited liability company and its directors are elected by Delek Logistics Services Company, its sole member, which is a subsidiary of Delek Holdings. The directors hold office for a term of one year or until their successors have been elected or qualified or until their earlier death or removal. Our general partner is liable, as general partner, for all of our debts (to the extent not paid from our assets), except for indebtedness or other obligations that are made expressly without recourse to the general partner. Our general partner therefore may cause us to incur indebtedness or other obligations that are without recourse to the general partner.

Our common units are traded on the New York Stock Exchange (the "NYSE"). Because we are a limited partnership, we rely on an exemption from the provisions of Section 303A.01 of the NYSE Listed Company Manual which would require the Board to be composed of a majority of independent directors. Despite this exemption, our Board is currently comprised of a majority of independent directors, though this composition could change in the future. We are not required to establish either a compensation or a nominating and corporate governance committee. We are, however, required to have an audit committee of at least three members, and all of our audit committee members are required to meet the independence and experience tests established by the NYSE and the Exchange Act.

At the date of this report, the Board consists of the following eight members: Ezra Uzi Yemin, Sherri A. Brillon, Charles J. Brown, III, Eric D. Gadd, Frederic Charles Green, Ron W. Haddock, Gennifer F. Kelly and Reuven Spiegel. The Board has determined that each of Messrs. Brown, Gadd and Haddock and Meses. Brillon and Kelly qualifies as an independent director under applicable SEC rules and regulations and the rules of the NYSE. Under the NYSE's listing standards, a director will not be deemed independent unless the Board affirmatively determines that the director has no material relationship with us. Based upon information requested from and provided by each director concerning his or her background, employment and affiliations, including commercial, industrial, banking, consulting, legal, accounting, charitable and familial relationships, the Board has determined that each of Messrs. Brown, Gadd and Haddock and Meses. Brillon and Kelly has no material relationship with Delek Holdings or us, either directly or as a partner, stockholder or officer of an organization that has a relationship with Delek Holdings or us, and each of them is therefore independent under the NYSE's listing standards and applicable SEC rules and regulations.

Director Experience and Qualifications

The members of the general partner are responsible for filling vacancies on the Board at any time during the year and for selecting individuals to serve on the Board. From time to time, the members may utilize the services of search firms or consultants to assist in identifying and screening potential candidates. In accordance with the general partner's governance guidelines, the members consider such qualifications and other factors as they deem appropriate in evaluating potential Board candidates, including the individual's independence, education, experience, reputation, judgment, skill, integrity and industry knowledge. Directors should have experience in positions with a high degree of responsibility, be leaders in the organizations with which they are affiliated, and have the time, energy, interest and willingness to serve as a member of the Board. While the general partner has no policy requiring consideration of racial or ethnic classifications, gender, religion or sexual orientation, the members give consideration to the diversity of experiences and backgrounds of its directors, the degree to which the individual's qualities and attributes will complement those of other directors, the extent to which the candidate would be a desirable addition to the Board and committees thereof, and other factors.

Executive Officers of Our General Partner

Our general partner's executive officers manage the day-to-day affairs of our business and conduct our operations. The executive officers of our general partner are appointed by the Board and serve in that capacity at the discretion of the Board. All of our general partner's executive officers are employees and officers of Delek Holdings. While the amount of time that our general partner's executive officers devote to our business varies in any given year, we currently estimate that approximately 10% to 20% of their productive business time is spent on the management and conduct of our operations, except for Odely Sakazi, who devotes a majority of his time to our operations. The executive officers of our general partner intend to devote as much of their time as is necessary for the proper conduct of our business. We also utilize a significant number of Delek Holdings' employees to operate our business and provide us with general and administrative services. Under the Omnibus Agreement, we pay Delek Holdings an annual fee, indexed for inflation, for Delek Holdings' provision of centralized corporate services, including executive management services of Delek Holdings employees who devote less than 50% of their time to our business, financial and administrative services, information technology services, legal services, health, safety and environmental services, human resource services,

and insurance administration. In addition, we reimburse Delek Holdings for allocated expenses of personnel who devote 50% or more of their time performing services for our benefit.

Directors and Executive Officers of Our General Partner

The following table shows information for the directors and executive officers of our general partner.

Name	Age	Position With Delek Logistics GP, LLC
Ezra Uzi Yemin	53	Chair of the Board of Directors, Chief Executive Officer and President
Sherri A. Brillon	62	Chair of Audit Committee and Member of Technology and Governance and Compensation Committees
Charles J. Brown, III	74	Director, Chair of Conflicts Committee and Member of Audit and Governance and Compensation Committees
Eric D. Gadd	66	Director, Chair of EHS Committee and Member of EHS and Conflicts Committees
Frederec Charles Green	56	Director and Member of Technology Committee
Ron W. Haddock	81	Director, Chair of Governance and Compensation Committee, and Member of EHS Committee
Gennifer F. Kelly	49	Director, Chair of Technology Committee, and Member of Conflicts and EHS Committees
Reuven Spiegel	65	Director, Executive Vice President and Chief Financial Officer
Denise McWatters	62	Executive Vice President, General Counsel and Secretary
Odely Sakazi	38	Senior Vice President, Delek Logistics

Ezra Uzi Yemin has served as the Chief Executive Officer and the Chair of the Board of our general partner since April 2012. He has also served as the chair of the board of directors of Delek Holdings since December 2012, its chief executive officer since June 2004 and its president and as a director since April 2001. He has been the President of our general partner since August 2019. Mr. Yemin served as the president of Alon USA Partners GP, LLC, from July 2017 until its acquisition by Delek Holdings in February 2018 and the chairman of the board of directors of Alon USA Energy, Inc. from May 2015 until its acquisition by Delek Holdings in July 2017. Mr. Yemin's duties include the formulation of our policies and strategic direction, oversight of executive officers and overall responsibility for our operations and performance. The Board believes that, because he has worked for Delek Holdings since its founding, Mr. Yemin brings to the Board a thorough and complete understanding of our business, operations and operating environment, as well as the business, operations and operating environment of Delek Holdings (the owner of over 79% of our units and the customer on whom the Partnership is most dependent). Mr. Yemin also brings to the Board substantial leadership, planning and industry experience.

Sherri A. Brillon has served as a member of the Board of our general partner and as a member of the Audit Committee since January 2021 and served as its Chair since January 2022. Ms. Brillon has served as a member of the Technology and Governance and Compensation Committees since July 2021. Starting in 2008, Ms. Brillon held various positions of increasing responsibility at Encana Corporation, a leading North American hydrocarbon exploration and marketing company now known as Ovintiv Inc., before retiring as Executive Vice President and Chief Financial Officer in 2019. At Encana, Ms. Brillon was responsible for directing the financial operations of the organization and she also implemented Encana's business strategy through multiple strategic transactions. Ms. Brillon is a past director of the Canadian Chamber of Commerce, Alberta Energy Regulator, Tim Hortons Inc., a Canadian multinational fast food restaurant chain, and PrairieSky Royalty Ltd., which owns properties generating royalty revenues from petroleum and natural gas in Canada. Ms. Brillon provides the Board with financial and strategic experience from her many years in the energy industry.

Charles J. Brown, III has served as a member of the Board of our general partner since November 2012, as a member of the Audit Committee and Conflicts Committee (of which he is Chair) since November 2012 and as a member of the Governance and Compensation Committee since its inception in July 2021. Mr. Brown previously served as a member of the Environmental, Health and Safety Committee (the "EHS Committee") since its inception in October 2016 to July 2021. Mr. Brown is a licensed attorney with more than 30 years of experience in the energy industry. From July 2013 until his retirement on January 1, 2020, Mr. Brown served as the executive vice president of Apex Clean Energy, Inc., an independent renewable energy company, where he managed legal and business development activities. Mr. Brown is currently the owner of, and since 2011, the chief advisor for, CRW Energy, a consulting firm focused in the international power and utility industries. From 2008 through 2011, Mr. Brown served as a partner in the energy department of a large international law firm. Mr. Brown was appointed to the Board because of his experience in the energy industry, and because, as an attorney, he provides the Board with valuable expertise in matters involving the financial, legal, regulatory and risk matters affecting the Partnership.

Eric D. Gadd has served as a member of the Board of our general partner since October 2013 and as Chair of the EHS Committee since its inception in October 2016. He has also served as a member of the Conflicts Committee and Governance and Compensation Committee since October 2013 and July 2021, respectively, and previously served as a member of the Audit Committee since October 2013 to July 2021. Mr. Gadd is the founder and president of the consulting firm Awelon LLC, which is focused on expanding business development opportunities for both public and private companies in the energy sector. He has over 40 years of diverse experience in the energy industry including exploration and production field services, mid-stream, renewable energy, commodity trading and risk management, and mergers and acquisitions. Prior to forming Awelon LLC in 2006, Mr. Gadd held various executive positions with multiple leading companies in the energy industry over a 25-year period. Mr. Gadd was appointed to the Board because of his extensive energy industry experience.

Frederec Charles Green has served as a member of the Board of our general partner since April 2012 and has served as a member of our Technology Committee since July 2021. Mr. Green served as an Executive Vice President of our general partner from May 2009 until November 2020. Mr. Green also served in numerous executive roles at Delek Holdings from January 2005 through November 2002, including serving as the primary operational officer for Delek Holdings' refineries and as Executive Vice President and Chief Operating Officer from November 2016 until March 2020. He also served on the board of directors of Alon Energy USA, Inc. from May 2015 until July 2017, and served as the Chief Executive Officer of Alon USA Partners, LP from July 2017 until December 2017. Mr. Green has 35 years of experience in the refining and midstream industries, including fourteen years at Murphy Oil USA, Inc. where he served as a senior vice president during his last six years. Mr. Green has experience in mergers and acquisitions as well as all aspects of managing a refining business, from crude oil and feedstock supply to product trading, transportation, and sales. Mr. Green is currently an independent consultant serving clients in the midstream and downstream sectors, including Delek Holdings and the Partnership. Mr. Green was appointed to the Board because of his extensive energy industry experience and his in-depth knowledge of our and Delek Holdings' businesses and operations.

Ron W. Haddock has served as a member of the Board of our general partner, as Chair of the Governance and Compensation Committee since July 2021, and as a member of the Environmental, Health and Safety Committee since May 2018. Mr. Haddock has served as our Lead Independent Director since February 2021. Mr. Haddock is currently Chairman and Chief Executive Officer of AEI Services LLC, an international power generation/distribution and natural gas distribution company, positions he has held since 2004 and August 2003, respectively. He also served on the board of Alon Energy USA, Inc. from December 2000 until its acquisition by Delek Holdings in July 2017 and has served on the board of Petron Corporation, an oil refining and marketing company in the Philippines since December 2008. From January 1989 to July 2000, Mr. Haddock served as chief executive officer of FINA, Inc., a Belgian oil company. Mr. Haddock also served as a Chairman and CEO of Safety-Kleen Systems, Inc., a waste management, oil recycling and refining company, from 2003 to 2012, and on the board of Trinity Industries, Inc. (NYSE: TRN), a diversified transportation, industrial and construction company, from 2007 to 2013, as well as eight other corporate boards. The Board believes that Mr. Haddock's extensive directorship experience, past executive positions within the refining industry, financial reporting background and expertise qualify him to serve as a member of the Board.

Gennifer F. Kelly has served as a member of the Board of our general partner and as a member of the Conflicts Committee and EHS Committee since July 29, 2020. Ms. Kelly has served as the Chair of our Technology Committee since July 2021. She has 25 years of oil and gas industry experience in both upstream and midstream sectors. Ms. Kelly previously held the role of Chief Operating Officer and SVP of Western Midstream Partners (NYSE: WES) and Vice President of Marketing for Anadarko Petroleum Corporation. Prior to her role at Western Midstream, Ms. Kelly led Operations Transformation efforts, as well as Strategic Planning, Portfolio Management and Asset Management teams for Anadarko. She has diverse operations experience in production, drilling and completions engineering, working extensively in East Texas, West Texas and the Gulf of Mexico. Prior to joining Anadarko Petroleum, Ms. Kelly worked as an engineer for Kerr McGee Corporation and the Louisiana Office of Conservation. The Board values Ms. Kelly's years of experience in the oil and gas industry and operations experience as well as her technical background.

Reuven Spiegel has served as our Chief Financial Officer since May 8, 2020, and as a member of the Board of our general partner since July 2014. Prior to becoming our Chief Financial Officer, Mr. Spiegel was also a member of the Audit Committee and Conflicts Committee since September 2014 and as a member of the EHS Committee since its inception in October 2016. Mr. Spiegel has served in the financial and real estate industry since 1983. Prior to joining the Board, Mr. Spiegel served as president, chief executive officer, and senior executive vice president of Israel Discount Bank Ltd. (TLV: DSCT) from 2001 through 2014. In 2005 and 2006, Mr. Spiegel also served as chairman of the board of Discount Mortgage Bank. The Board believes that Mr. Spiegel's financial industry experience provides the Board with valuable expertise in the Partnership's financial and accounting matters.

Denise McWatters has served as the Executive Vice President, General Counsel and Corporate Secretary of our general partner and Delek Holdings since February 2021. Ms. McWatters previously served as the general counsel, chief compliance officer and corporate secretary of HollyFrontier Corporation, an independent petroleum refiner (NYSE: HFC), and of the general partner of Holly Energy Partners, L.P. (NYSE: HEP) from 2008 until August 2019. Prior to joining HollyFrontier, Ms. McWatters served as the general counsel of The Beck Group, an architecture, construction and design firm, from 2005 to 2007.

Odely Sakazi has served as Senior Vice President, Delek Logistics since August 2019. He previously served as our Vice President of Business Strategy and corporate development from November 2017 until August 2019, as Senior Director of Business Strategy from January 2017 until November 2017, as Director of Business Strategy from June 2016 until January 2016, and as Director of Corporate Operation from August 2015 until June 2016. He formerly served in the Israeli Navy as an officer in various roles between 2010 and 2014.

Board Leadership Structure

Mr. Yemin serves as Chair of the Board. Our general partner has no policy with respect to the unification or separation of the offices of Chair and CEO. Rather, the Board's policy is to let the Board make such a determination in the manner it deems most appropriate for the general partner and us at a given point in time. At this time, the Board believes that our general partner's Chief Executive Officer is best situated to serve as Chair of the Board because he is the director most familiar with our business and industry. He is also the Chair of the board of directors of Delek Holdings, which provides the Board and us with important interaction with, and access to, our most important customer and majority unitholder. Mr. Yemin also brings to the Board and us the perspectives of our majority unitholder and the principal executive officer and chair of the board of a publicly traded company. As such, the Board feels that combining the roles of Chair and CEO provides the Board with

the individual who is most capable of effectively identifying strategic priorities and leading the discussion and execution of strategy and facilitating the information flow between management and the Board and its committees, which are essential to effective governance of the Partnership. The Board met 27 times in the year ended December 31, 2021, with each director attending at least 75% of the aggregate of all meetings of the Board and committees on which he or she served during the year.

Because the Chair of the Board is not an independent director, on February 22, 2021, the Board designated Ron W. Haddock to serve in a lead capacity (the "Lead Independent Director") to coordinate the activities of the other independent directors and to perform such other duties and responsibilities as the Board may determine from time to time. The Lead Independent Director is appointed annually by the Board and may be removed from or replaced at any time. The Lead Independent Director will chair all meetings of the Board at which the Chair is not present, including executive sessions of the independent directors, call additional meetings of the independent directors as deemed appropriate, and perform such other functions as the Board may direct.

Executive Sessions

Independent directors and management have different perspectives and roles in strategy development. Our independent directors bring experience, oversight and expertise from outside the Partnership and our industry, while the other Board members bring experience and expertise specific to us and Delek Holdings. In addition, the independent directors are the sole members of our Audit and Conflicts Committees. The NYSE listing standards require our independent directors to meet at regularly scheduled executive sessions without management. Our independent directors generally conduct such executive sessions in connection with each quarterly meeting of the Audit Committee and otherwise as may be necessary. Mr. Haddock was appointed Lead Independent Director of the Board in February 2021. In this capacity, Mr. Haddock generally presides over these executive sessions.

Communications with the Board of Directors of Our General Partner

Unitholders or other interested parties who wish to communicate with any of our directors, any committee chairperson or the Board may do so by writing to the director, committee chairperson or the Board in care of the Secretary of the general partner of Delek Logistics Partners, LP at 7102 Commerce Way, Brentwood, Tennessee 37027. Any such communication received will be forwarded directly to the director to whom it is addressed. If the communication is addressed to the Board and no particular director is named, the communication will be forwarded, depending on the subject matter, to the appropriate committee chairperson or to all members of the Board.

Committees of the Board of Directors of Our General Partner

Audit Committee

The Board has a standing Audit Committee. The Audit Committee consists of Ms. Brillon (chair) and Messrs. Brown and Gadd. Mr. Brown joined the committee at its inception in November 2012, Mr. Gadd joined the committee in October 2013, and Ms. Brillon joined the committee in January 2021. Ms. Brillon was appointed as Chair of the Audit Committee following the resignation of Francis C. D'Andrea, who previously served as Chair. The Audit Committee met eight times during the year ended December 31, 2021, either in person or telephonically, with each member attending at least 75% of all meetings of the Audit Committee.

The Board has determined that (i) each of Messrs. Brown and Gadd and Ms. Brillon qualifies as independent and as financially literate under applicable SEC rules and regulations and the rules of the NYSE, and (ii) Ms. Brillon meets the definition of an "audit committee financial expert" within the meaning of Item 407(d)(5) of Regulation S-K.

The purpose of the Audit Committee is to provide assistance to the Board in the oversight of (a) the quality and integrity of our financial statements; (b) the disclosure and financial reporting process, including our financial statements; (c) our internal controls and procedures for financial reporting; (d) the performance of our internal audit function and the independent registered public accounting firm employed by us for the purpose of preparing and issuing an audit report or related work; (e) the qualifications and independence of our independent registered public accounting firm; and (f) our compliance with policies under our Code of Business Conduct & Ethics and legal and regulatory requirements.

Conflicts Committee

The Conflicts Committee consists of Messrs. Brown (chair) and Gadd and Ms. Kelly. The Board has determined that each of Messrs. Brown, and Gadd and Ms. Kelly qualifies as independent under applicable SEC rules and regulations and the rules of the NYSE. Mr. Brown joined the committee at its inception in November 2012. Mr. Gadd joined the committee in October 2013. Ms. Kelly joined the committee on July 29, 2020. The Conflicts Committee met 1 time during the year ended December 31, 2021, either in person or telephonically, with each member attending all meetings of the Conflicts Committee.

Our Partnership Agreement does not require that the Board seek approval from the Conflicts Committee to determine the resolution of any conflict of interest between us and Delek Holdings or any other person. However, pursuant to the Partnership Agreement and our Related Party Transactions Policy adopted by the Board, the Board or management of our general partner may submit certain related party transactions for review and approval or ratification by the Board or an authorized committee thereof. It is generally expected that the Conflicts Committee will be best suited to review such related party transactions. In certain instances, the Related Party Transactions Policy effectively requires that certain related party transactions be submitted to the Conflicts Committee for review. The members of the Conflicts Committee may not be officers or

employees of our general partner or directors, officers or employees of its affiliates, may not hold an ownership interest in the general partner or its affiliates other than common units or awards under any long-term incentive plan, equity compensation plan or similar plan implemented by the general partner or the Partnership and must meet the independence and experience standards established by the NYSE and the SEC to serve on an audit committee of a board of directors. Any unitholder challenging any matter approved by the Conflicts Committee in accordance with the terms of our Partnership Agreement will have the burden of proving that the members of the Conflicts Committee did not act in good faith in accordance with the terms of our Partnership Agreement. For further discussion of the Conflicts Committee and the Related Party Transactions Policy, see Item 13. "Certain Relationships and Related Transactions and Director Independence—Certain Relationships and Related Transactions—Procedures for Review, Approval or Ratification of Transactions with Related Parties."

Environmental, Health and Safety Committee

The EHS Committee consists of Messrs. Gadd (chair), Brown and Haddock and Ms. Kelly. Messrs. Gadd and Brown joined the committee at its inception in October 2016, Mr. Haddock joined the committee in May 2018, and Ms. Kelly joined the committee in July 2020. The EHS Committee met four times in 2021, either in person or telephonically, with each member attending at least 75% of all meetings of the EHS Committee. The purpose of the EHS Committee is to assist the Board in fulfilling certain of the Board's oversight responsibilities by, among other things, overseeing management's establishment and administration of the Partnership's environmental, health and safety policies, programs, procedures and initiatives. These responsibilities are set forth in the EHS Committee's charter, which is available on our corporate website at www.DelekLogistics.com.

Governance and Compensation Committee

In July 2021 the Board established the Governance and Compensation Committee of the Board. The Governance and Compensation Committee consists of Messrs. Haddock (chair), Brown, and Gadd and Ms. Brillon. The Governance and Compensation Committee met two times in 2021, either in person or telephonically, with each member attending at least 75% of all meetings of the Governance and Compensation Committee. The purpose of the Governance and Compensation Committee is to (a) recommend to the Board director nominees for each Board committee; (b) periodically review the corporate governance policies applicable to the Partnership (the "Governance Guidelines") and recommend to the Board any changes deemed necessary or desirable; (c) monitor, oversee and review compliance of the Governance Guidelines and all other applicable policies of the Partnership as the Governance and Compensation Committee or the Board deem necessary or desirable; (d) support the Board and work with management to ensure that compensation practices properly reflect management and Partnership philosophy, competitive practice and regulatory requirements; and (e) review, provide advice on and, where appropriate, approve the following items: (1) executive and employee compensation objectives, plans, and levels; (2) culture and employee engagement; (3) diversity and inclusion; (4) leadership and talent engagement; and (5) executive succession planning. These responsibilities are set forth in the Governance and Compensation Committee's charter, which is available on our corporate website at www.DelekLogistics.com.

Technology Committee

In July 2021 the Board established the Technology Committee of the Board. The Technology Committee consists of Ms. Kelly (chair) and Brillon and Mr. Green. The Technology Committee met two times in 2021, either in person or telephonically, with each member attending at least 75% of all meetings of the Technology Committee. The purpose of the Technology Committee is to assist the Board in fulfilling certain of the Board's oversight responsibilities by, among other things, overseeing management's establishment and administration of the Partnership's policies, programs, procedures and initiatives with respect to technology and information security.

Director Nominations and Corporate Governance

As a limited partnership, we rely on an exemption from the provisions of the NYSE Listed Company Manual, which would otherwise require us to have a nominating and corporate governance committee. Our general partner is a limited liability company and its directors are not elected by our unitholders, but by its members in their sole discretion. However, in July 2021 the Board established the Governance and Compensation Committee of the Board, which, among other responsibilities, makes recommendations to the Board regarding changes to the size and composition of the committees of the Board and makes recommendation to the Board with respect to the structure of Board committees and nominees for appointment to committees of the Board. Candidates to serve on the Board are reviewed and selected in accordance with our general partner's Governance Guidelines, which are available on our corporate website at www.DelekLogistics.com.

Compensation Decisions

In July 2021, the Board established the Governance and Compensation Committee of the Board, which, among other responsibilities, oversees director and executive officer compensation for the Partnership.

Additionally, our Board believes it is important to promote the interests of the Partnership by providing to employees of the Partnership's affiliates and others who perform services for us or on our behalf, incentive compensation awards for their service. Accordingly, the general partner adopted the Delek Logistics GP, LLC 2012 Long-Term Incentive Plan (the "LTIP"). Due to the fact that several of the members of the Board perform services on our behalf in their roles as executive officers of Delek Holdings, the LTIP is administered by the Conflicts Committee with respect to those awards. The disinterested members of the full Board may also grant awards and the Conflicts Committee may delegate, and has delegated in the past, to an executive officer of the general partner the authority to issue awards to non-Section 16 officers of the

general partner. A compensation consultant was not used in the formulation of our executive compensation framework, objectives and philosophy. For a further discussion on the compensation practices of the general partner, see Item 11. Executive Compensation.

Governance Guidelines, Code of Business Conduct & Ethics and Committee Charters

The Governance Guidelines of the Board of Directors of our general partner, the charters of the standing Board committees of our general partner and our Amended and Restated Code of Business Conduct & Ethics covering all employees, including our principal executive officer, principal financial officer, principal accounting officer and controllers, are available on our website, www.DelekLogistics.com under the "About Us - Corporate Governance" caption. A copy of any of these documents will be mailed upon a request made to Investor Relations, Delek Logistics Partners, LP, or ir@deleklogistics.com. We intend to disclose any amendments to, or waivers of, the Code of Business Conduct & Ethics on behalf of our Chief Executive Officer, Chief Financial Officer and persons performing similar functions on our website, at www.DelekLogistics.com, under the "Investor Relations" caption, promptly following the date of any such amendment or waiver.

ITEM 11. EXECUTIVE COMPENSATION

All of our general partner's executive officers are employees of Delek Holdings. Neither we nor our general partner directly employ any of the executive officers responsible for managing our business.

Compensation Discussion and Analysis

This Compensation Discussion and Analysis ("CD&A") discusses the principles underlying our general partner's compensation programs and the key executive compensation decisions that were made for 2021. It also explains the most important factors relevant to such decisions. This CD&A provides context and background for the compensation earned and awarded to the individuals named in the Summary Compensation Table below. Messrs. Yemin, Sakazi and Spiegel and Ms. McWatters are referred to collectively herein as our "named executive officers" or "NEOs".

Overview - Compensation Decisions and Allocation of Compensation Expenses

Under the terms of the Omnibus Agreement, we pay an annual administrative fee of \$4.6 million per year to Delek Holdings for the provision of general and administrative services. The general and administrative services covered by the annual administrative fee include, without limitation, executive management services of Delek Holdings employees who devote less than 50% of their time to our business, financial and administrative services, information technology services, legal services, health, safety and environmental services, human resources services and insurance administration. No service covered by the administrative fee is assigned any particular value individually. Additionally, the Omnibus Agreement requires us to reimburse Delek Holdings directly for a proportionate amount of the salary and employee benefits costs of Delek Holdings employees who devote more than 50% of their time to our business and affairs.

None of our NEOs other than Mr. Sakazi devoted more than 50% of their total business time to our business and affairs in 2021. Although our NEOs provide services to both Delek Holdings and us, no portion of the administrative fee is specifically allocated to services provided by our NEOs to us except with respect to Mr. Sakazi. Instead, the administrative fee covers all centralized services provided to us by our NEOs other than Mr. Sakazi, and we have not reimbursed Delek Holdings for the cost of such services. Except for awards under the LTIP, Delek Holdings has the ultimate decision-making authority with respect to the compensation of our NEOs.

In July 2021, the Board established the Governance and Compensation Committee of the Board, which, among other responsibilities, oversees director and executive officer compensation for the Partnership. While the Governance and Compensation Committee does not establish the compensation paid to our NEOs, it does monitor the compensation program applicable to our NEOs.

Additionally, our Board believes it is important to promote the interests of the Partnership and the general partner by providing incentive compensation to employees of the Partnership's affiliates and others who perform services for us or on our behalf. Accordingly, pursuant to our Partnership Agreement, the general partner is allowed to and has adopted the LTIP. Due to the fact that several of the members of the Board perform services on our behalf in their roles as executive officers of Delek Holdings, the awards to these individuals under the LTIP are administered by the Conflicts Committee. The disinterested members of the Board may also grant awards and the Conflicts Committee may delegate, and has delegated in the past, to an executive officer of the general partner the authority to issue awards to non-Section 16 officers of the general partner.

Compensation Objectives and Philosophy

Because neither we nor our general partner directly employ any of our NEOs, and because our NEOs are compensated by Delek Holdings to manage our business and affairs, we did not provide traditional fixed or discretionary compensation (e.g. salary or bonus) to our NEOs in 2021. However, we believe that our NEOs should have an ongoing stake in our success, that their interests should be aligned with those of our unitholders and that the best interests of our unitholders will be most effectively advanced by enabling our NEOs, who are responsible for our management, growth and success, to receive compensation in the form of long-term incentive awards. Accordingly, our executive compensation program consists of a single element: long-term incentives in the form of awards under the LTIP, which was adopted in

connection with our initial public offering and is administered by the Conflicts Committee. The Conflicts Committee's decisions with respect to the amount of awards made under the LTIP to our NEOs are governed by the following objectives:

- to motivate and retain our general partner's key executives;
- to align the long-term economic interests of our general partner's executives with those of our unitholders; and
- to reward excellence and performance by our general partner's executives that increases the value of our units.

Awards may be made under the LTIP to officers, directors and employees of Delek Holdings, our general partner or its affiliates, as well as any consultants or other individuals who perform services for us. Phantom units have been the sole form of award under the LTIP to date, and these awards are accompanied by distribution equivalent rights that provide for a lump sum amount paid in cash on the vesting date that is equal to the accrued distributions from the grant date of the phantom units through the vesting date. In 2021 our executive officers received time-vesting phantom units under the LTIP.

Pursuant to the terms of the LTIP, upon the occurrence of an Exchange Transaction (as defined in the LTIP, and generally including a merger, consolidation, acquisition, reorganization or similar extraordinary transaction), the Board may, in its discretion, accelerate the vesting of the phantom units, adjust the terms of any outstanding phantom units, or, in the event of an Exchange Transaction in which our unitholders receive equity of another entity, provide for the conversion of the phantom units into comparable awards for such entity's equity. By providing the potential for immediate value to our NEOs in connection with an Exchange Transaction, this provision aligns our NEOs' interests with those of our unitholders and incentivizes our NEOs to work to maximize the value of our units in the event such a transaction was to occur. For additional detail regarding the amount of compensation our NEOs may be entitled to in the event of their termination or a change-in-control, see "—Potential Payments Upon Termination or Change-In-Control."

Compensation Consultants

The Governance and Compensation Committee of the Board did not retain a compensation consultant with respect to compensation paid to our NEOs or to its non-employee directors in 2021.

Perquisites

Our general partner does not provide any fringe benefits or perquisites to our NEOs.

Unit Ownership Requirements

Our general partner does not have express unit ownership requirements.

Prohibition Against Speculative Transactions

Our general partner's Code of Business Conduct & Ethics, which applies to all executive officers and directors of our general partner, prohibits speculative transactions in our units such as short sales, puts, calls or other similar options to buy or sell our units in an effort to hedge certain economic risks or otherwise.

Guidelines for Trades by Insiders

We maintain policies that govern trading in our units by officers and directors required to report under Section 16 of the Exchange Act, as well as certain other employees who may have regular access to material non-public information about us. These policies include pre-approval requirements for all trades and periodic trading "black-out" periods designed with reference to our quarterly financial reporting schedule. We also require pre-approval of all trading plans adopted pursuant to Rule 10b5-1 promulgated under the Exchange Act. To mitigate the potential for abuse, no trades are allowed under a trading plan within 30 days after adoption. In addition, we discourage termination or amendment of trading plans by prohibiting trades under new or amended plans within 90 days following a plan termination or amendment.

Compensation Committee Report

The members of the Governance and Compensation Committee have reviewed and discussed the Compensation Discussion and Analysis required by Item 402(b) of Regulation S-K with management and, based on such review and discussions, the Governance and Compensation Committee recommended to the Board of our general partner that the Compensation Discussion and Analysis be included in this Annual Report on Form 10-K.

The members of the Governance and Compensation Committee have submitted this Governance and Compensation Committee Report to the Board of Directors as of February 25, 2022:

- Ron W. Haddock (Chair)
- Sherri A. Brillon
- Charles J. Brown, III
- Eric D. Gadd

2021 Summary Compensation Table

The Summary Compensation Table below summarizes the compensation for the fiscal year ended December 31, 2021 (and the two prior fiscal years) for our general partner's principal executive officer (Mr. Yemin), principal financial officer (Mr. Spiegel), Executive Vice President, General Counsel, and Secretary (Ms. McWatters) and Senior Vice President (Mr. Sakazi).

Name and Principal Position ⁽¹⁾	Fiscal Year	Salary (\$)	Bonus (\$)	Unit Awards (\$) ⁽²⁾	Option Awards (\$)	Other Compensation (\$) ⁽³⁾	Total (\$)
Ezra Uzi Yemin, Chief Executive Officer	2021	—	—	1,049,979	—	—	1,049,979
	2020	—	—	—	—	—	—
	2019	—	—	—	—	—	—
Reuven Spiegel, Chief Financial Officer	2021	—	—	133,323	—	—	133,323
	2020	—	—	—	—	—	—
	2019	—	—	—	—	—	—
Denise McWatters, General Counsel	2021	—	—	133,323	—	—	133,323
Odely Sakazi, Senior Vice President	2021	294,231	—	246,645	—	4,370	545,246
	2020	310,385	139,087	219,620	—	18,586	687,678
	2019	235,754	142	59,982	—	18,230	314,108

(1) As noted above, no compensation other than grants of service phantom units under our LTIP is reported for the NEOs except for Mr. Sakazi, because none of our executive officers other than Mr. Sakazi received compensation from us or our general partner in 2021.

(2) Amounts in this column represent the grant date fair value of DK PSUs, DK RSUs, with respect to Mr. Sakazi, and DKL phantom units, with respect to all NEOs, granted under the 2016 Plan or the LTIP, as applicable. The fair value of DK PSUs is calculated using a Monte-Carlo simulation model, which assumes a risk-free rate of interest of 2.42%, an expected term of 2.81 years and expected volatility of 39.67%. Assumptions used in the calculation of these amounts for the 2021 fiscal year are included in footnote 20 to the audited financial statements of Delek Holdings for the 2021 fiscal year included in Delek Holdings' Annual Report on Form 10-K filed with the SEC on or about February 25, 2022. The fair value of DK RSUs and DKL phantom units is calculated using the closing price of Delek Holdings' Common Stock and our common limited partner units, respectively, on the date of the grant.

(3) For fiscal year 2021, this amount includes matching contributions to the Partnership's 401(k) Plan in the amount of \$2,885 for Mr. Sakazi and group term life insurance premiums of \$486 for Mr. Sakazi. For Mr. Sakazi, this amount also includes reimbursement in the amount of \$910 for phone expenses and \$1,000 for HSA employer in 2021.

Grants of Plan Based Awards in 2021

The following table provides information regarding plan-based awards granted to our NEOs during fiscal year 2021:

Name	Grant Date	Estimated Future Payouts Under Equity Incentive Plan Awards (#) ⁽¹⁾			All Other Stock Awards: Number of Shares of Units (#)	Grant Date Fair Value of Units and Option Awards ⁽²⁾
		Threshold	Target	Maximum		
Ezra Uzi Yemin	3/10/2021				29,029 ⁽³⁾	1,049,979
Reuven Spiegel	3/10/2021				3,686 ⁽³⁾	133,323
Denise McWatters	3/10/2021				3,225 ⁽³⁾	116,648
Odely Sakazi	3/10/2021				2,681 ⁽⁴⁾	66,650
	3/10/2021				921 ⁽³⁾	33,313
	3/10/2021	2,011	4,022	8,044		146,682

(1) The amounts in this column reflect the threshold, target, and maximum shares to be issued upon the vesting of PSUs. The PSUs granted to Mr. Sakazi are subject to a performance period beginning January 1, 2021 and ending December 31, 2021.

(2) The amounts in this column reflect the aggregate grant date fair value computed in accordance with FASB ASC Topic 718 for financial statement reporting purposes over the expected term of the grant. Assumptions used in the calculation of this amount for the 2021 fiscal year are included in footnote 13 to our audited financial statements for the 2021 fiscal year included in this Annual Report on Form 10-K. Because the fair value of PSUs is calculated differently than the fair value of RSUs, the grant date fair values for PSUs and RSUs covering identical quantities of shares may differ.

(3) The amounts in this column reflect the Delek Logistics common units to be issued upon the vesting of RSUs granted under the Delek Logistics 2012 Long-Term Incentive Plan. The RSUs vest quarterly for three years, pro rata.

(4) The amounts in this column reflect the Delek Holdings shares to be issued upon the vesting of RSUs granted under the 2016 Plan. The RSUs vest quarterly for three years, pro rata.

Outstanding Equity Awards at December 31, 2021

The following table provides information regarding the number of outstanding equity awards held by our NEOs at December 31, 2021.

Name	Option Awards				Unit Awards	
	Number of Securities Underlying Unexercised Options Exercisable	Number of Securities Underlying Unexercised Options Unexercisable	Option Exercise Price	Option Expiration Date	Number of Units That Have Not Vested	Market Value of Units That Have Not Vested
Ezra Uzi Yemin Chief Executive Officer	—	—	n/a	n/a	21,772	\$930,318
Reuven Spiegel Chief Financial Officer	—	—	n/a	n/a	2,765	\$118,148
Denise McWatters General Counsel	—	—	n/a	n/a	2,420	\$103,407
Odely Sakazi Senior Vice President	—	—	n/a	n/a	692	\$29,569

Option Exercises and Stock Vested in 2021

The following table provides information about the vesting of phantom units for our NEOs during fiscal year 2021.

Name	Option Awards		Stock Awards	
	Number of Shares Acquired on Exercise	Value Realized on Exercise	Number of Shares Acquired on Vesting	Value Realized on Vesting
Ezra Uzi Yemin, Chief Executive Officer	7,257	\$317,107	—	\$—
Reuven Spiegel, Chief Financial Officer	2,748	\$120,815	—	\$—
Denise McWatters, General Counsel	805	\$35,176	—	\$—
Odely Sakazi, Senior Vice President	229	\$10,007	—	\$—

Potential Payments Upon Termination or Change-In-Control

The following table discloses the estimated payments and benefits that would be provided by us to each of our NEOs, assuming that each of the triggering events relating to termination of employment or change in control described in their respective employment agreements with Delek Holdings and the LTIP took place on December 31, 2021 and their last day of employment with our general partner or its affiliates was December 31, 2021. Due to a number of factors that affect the nature and amount of any benefits provided upon the events discussed below, actual amounts paid or distributed may differ. Factors that could affect these amounts include the timing during the year of such event and our stock price.

	Termination of Employment	Change-In-Control
Chief Executive Officer	—	\$—
Chief Financial Officer	—	\$—
General Counsel	—	\$—
Senior Vice President	\$732,315 ⁽¹⁾	\$1,316,158 ⁽²⁾

(1) Assumes acceleration of 1,973 unvested DK RSUs, 153 unvested DKL RSUs, and 4,256 unvested PSUs.

(2) Assumes acceleration of 5,851 unvested DK RSUs, 692 unvested DKL RSUs, and 7,770 unvested PSUs.

2012 Long-Term Incentive Plan

Under the terms of the LTIP and the applicable awards, phantom units that have not vested at the time the participant's employment with our general partner or its affiliates terminates will generally be immediately forfeited, unless the Board determines otherwise. In the event of an Exchange Transaction, defined generally under the LTIP to include a merger, consolidation, acquisition or disposition of stock, separation, reorganization, liquidation or other similar event or transaction designated by the Board in which our unitholders receive cash, stock or other property in exchange for or in connection with their units, our NEOs may be entitled, at the discretion of the Board, to the accelerated vesting of phantom units awarded under the LTIP. The LTIP and applicable awards provide that the Board may, in its discretion, (i) accelerate the vesting of the phantom units, (ii) make other adjustments to the terms of the phantom units, or (iii) in the event the Exchange Transaction involves the receipt of equity of another entity in exchange for units, convert the phantom units into comparable awards relating to such entity's equity.

Compensation of Directors in 2021

Officers and employees of Delek Holdings or its subsidiaries do not receive additional compensation for services on the Board or its committees. The compensation framework for the Board's other directors during 2021 (Messrs. Brown, D'Andrea, Gadd and Haddock and Meses. Brillon and Kelly) (the "Compensated Directors") was determined by the Board. Mr. D'Andrea resigned from the Board, effective December 31, 2021. In setting compensation for the Compensated Directors, the Board considers various factors and objectives, including aligning the interests of Compensated Directors with the interests of unitholders and attracting and retaining qualified directors to serve on the Board. From time to time, the Board also engages an independent compensation consultant to provide an analysis of compensation paid to directors of entities considered by the Board to be peers of the Partnership at the time. For 2021, the Board did not engage a compensation consultant to evaluate Compensated Director compensation, and instead considered the other factors outlined above. The Board determined to maintain the same levels of compensation for the Compensated Directors in 2022 as the compensation paid in 2021. This compensation includes a cash retainer for services on the Board and its Committees (and a lead director fee), payable quarterly, and an annual equity award of phantom units under the LTIP that vests semi-annually over a one-year period, as set forth below:

Board of Directors Retainer (Per Year)	\$72,000
Lead Director Fee (Per Year)	\$12,000
Target Value for Equity Awards (Per Year)	\$100,000

<i>Committee Retainers (Per Year):</i>	<i>Chair</i>	<i>Others</i>
Audit Committee	\$12,000	\$5,600
Conflicts Committee	\$5,000	\$2,500
EHS Committee	\$8,000	\$4,400
Technology Committee	\$8,000	\$4,400
Governance and Compensation Committee	\$10,000	\$5,000

In addition, each director is reimbursed for out-of-pocket expenses in connection with attending meetings of the Board and committee meetings. Each director is fully indemnified by us for actions associated with being a director to the fullest extent permitted under Delaware law pursuant to our Partnership Agreement.

The following table sets forth a summary of the compensation we paid to the Compensated Directors for service during 2021.

Director Compensation					
Name ⁽¹⁾	Fees Earned or Paid in Cash (\$) ⁽²⁾	Stock Awards (\$) ⁽³⁾	Option Awards (\$)	All Other Compensation (\$)	Total (\$)
Sherri A. Brillon	54,548	99,975	—	—	154,523
Charles J. Brown, III	87,861	99,975	—	—	187,836
Francis C. D'Andrea ⁽⁴⁾	90,900	99,975	—	—	190,875
Eric D. Gadd	87,989	99,975	—	—	187,964
Frederec C. Green	77,913	99,975	—	—	177,888
Ron W. Haddock	85,181	99,975	—	—	185,156
Gennifer Kelly	80,378	99,975	—	—	180,353

(1) Because they are officers and employees of Delek Holdings or its subsidiaries, Messrs. Yemin and Spiegel do not receive any compensation for their service as directors.

(2) This column reports the amount of cash compensation earned in 2021 for Board and committee service and the Lead Director Fee.

(3) Amounts in this column represent the aggregate grant date fair value computed in accordance with FASB ASC Topic 718 for financial statement reporting purposes. Assumptions used in the calculation of this amount for the 2021 fiscal year are included in Note 13 to our audited financial statements for the 2021 fiscal year included in this Annual Report on Form 10-K. The grant date fair value of \$44.10 per unit is equal to the NYSE closing price of our common units as of June 10, 2021. Each of Messrs. Brown, D'Andrea, Gadd, Haddock and Green and Meses. Kelly and Brillon held 1,133 outstanding phantom units at December 31, 2021.

(4) Mr. D'Andrea resigned from the Board, effective December 31, 2021.

Compensation Committee Interlocks and Insider Participation

Messrs. Brown, Gadd and Haddock and Ms. Brillon served on the Governance and Compensation Committee during 2021, and Messrs. Yemin and Spiegel, as well as the Board, assisted the committee with respect to compensation matters. There are no interlocking relationships requiring disclosure pursuant to Item 407(e)(4)(iii) of Regulation S-K.

CEO Pay Ratio

As discussed above, as a master limited partnership, we have no employees. Rather, all of the employees that conduct our business are employed by our general partner and its non-Partnership affiliates. Moreover, as disclosed above, we did not pay any compensation amounts to our chief executive officer in 2021. As a result, we are unable to provide an estimate of the relationship of the median of the annual total compensation of employees that conduct our business and the annual total compensation of our chief executive officer.

We expect the CEO pay ratio disclosure with respect to employees of Delek Holdings, including our NEOs, to be set forth in Delek Holdings' annual proxy statement.

ITEM 12. SECURITY OWNERSHIP OF CERTAIN OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS

SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT

The following table sets forth, as of February 18, 2022 (the "Measurement Date"), (i) the beneficial ownership of our units representing limited partnership interests and Common Stock of Delek Holdings by all directors and director nominees of our general partner, our NEOs and all of our executive officers as a group and (ii) the beneficial ownership of our units representing limited partnership interests by each person known by us to own more than five percent of such units or more than five percent of any class of our units. The amounts and percentage of units beneficially owned are reported on the basis of regulations of the SEC governing the determination of beneficial ownership of securities. Under the rules of the SEC, a person is deemed to be a "beneficial owner" of a security if that person has or shares "voting power," which includes the power to vote or to direct the voting of such security, or "investment power," which includes the power to dispose of or to direct the disposition of such security. Except as indicated by footnote, the persons named in the table below have sole voting and investment power with respect to all units shown as beneficially owned by them, subject to community property laws where applicable. Unless otherwise indicated below, each person or entity has an address in care of our principal executive offices at 7102 Commerce Way, Brentwood, Tennessee 37027.

Name of Beneficial Owner ⁽¹⁾	Amount, Nature and Percentage of Beneficial Ownership of Common Units ⁽²⁾		Amount and Nature of Beneficial Ownership of Common Stock ⁽²⁾	
	Delek Logistics Partners, LP		Delek US Holdings, Inc.	
	(#)	(%)	(#) ⁽³⁾	(%)
Beneficial Owners of More Than 5% of Units:				
Delek US Holdings, Inc. ⁽⁴⁾	34,452,148	79.2	n/a	n/a
Directors, Director Nominees and NEOs:				
Ezra Uzi Yemin ⁽⁵⁾	274,342	*	903,945	1.2
Sherri A. Brillon	1,700	n/a	—	*
Charles J. Brown, III	16,319	*	—	*
Eric D. Gadd	23,144	*	—	*
Frederec Charles Green ⁽⁶⁾	70,252	*	152,918	*
Ron W. Haddock	13,919	*	17,517	*
Gennifer F. Kelly	4,514	*	—	*
Reuven Spiegel ⁽⁷⁾	9,576	*	2,920	*
Denise McWatters ⁽⁸⁾	877	n/a	2,556	*
Odely Sakazi ⁽⁹⁾	579	*	5,743	*
All directors, all director nominees, all NEOs and all executive officers as a group (10 persons)	415,222	1.0	1,085,599	1.5

* Less than 1% of our issued and outstanding common units of Delek Logistics Partners, LP or issued and outstanding shares of Delek US Holdings, Inc. Common Stock, as applicable.

(1) Unless otherwise indicated, the address for all beneficial owners is 7102 Commerce Way, Brentwood, Tennessee 37027.

(2) For purposes of this table, a person is deemed to have "beneficial ownership" of any securities when such person has the right to acquire them within 60 days after the Measurement Date. The percentage of our units beneficially owned is based on a total of 43,470,853 common units representing limited partner interests issued and outstanding on the Measurement Date. The percentage ownership of Delek US Holdings, Inc. Common Stock is based on a total of 74,196,653 shares issued and outstanding on the Measurement Date (excluding securities held by or for the account of the registrant or its subsidiaries). For purposes of computing the percentage of outstanding securities held by each person named above, any securities which such person has the right to acquire within 60 days after the Measurement Date are deemed to be outstanding but are not deemed to be outstanding for the purpose of computing the percentage ownership of any other person. For each of Mmes. Brillon and Kelly and Messrs. Brown, Gadd, Green and Haddock, beneficial ownership of our units includes 567 phantom units that will vest within 60 days of the Measurement Date.

(3) For non-qualified stock options ("NQSOs") and restricted stock units ("RSUs") under the Delek US Holdings, Inc. 2016 Long-Term Incentive Plan, we report shares equal to the number of RSUs that are vested or that will vest within 60 days of the Measurement Date.

(4) Subsidiaries of Delek US Holdings, Inc. hold the common limited partner units. Delek US Energy, Inc. and Delek Logistics Services Company directly held 20,745,868 and 13,692,864 common limited partner units, respectively. Delek US Holdings, Inc. is the ultimate parent of each of these entities and may, therefore, be deemed to beneficially own the units held by each such entity. Delek US Holdings, Inc. files information with, or furnishes information to, the SEC pursuant to the information requirements of the Exchange Act, as amended.

- (5) 155,170 of our units and 691,945 shares of Delek US Holdings, Inc. Common Stock are held of record by Yemin Investments, L.P., a limited partnership of which Mr. Yemin is the sole general partner. The number of our common units owned includes 2,419 phantom units that will vest within 60 days of the Measurement Date. The number of shares of Delek US Holdings, Inc. Common Stock includes 35,040 RSUs that will vest within 60 days of the Measurement Date.
- (6) Of the Delek US Holdings, Inc. Common Stock owned by Mr. Green, 29,500 are pledged as security for a full recourse loan.
- (7) The number of our common units owned includes 307 phantom units that will vest within 60 days of the Measurement Date. The number of shares of Delek US Holdings, Inc. Common Stock includes 894 RSUs that will vest within 60 days of the Measurement Date.
- (8) The number of our common units owned includes 269 phantom units that will vest within 60 days of the Measurement Date. The number of shares of Delek US Holdings, Inc. Common Stock includes 782 RSUs that will vest within 60 days of the Measurement Date.
- (9) The number of our common units owned includes 77 phantom units that will vest within 60 days of the Measurement Date. The number of shares of Delek US Holdings, Inc. Common Stock includes 904 RSUs that will vest within 60 days of the Measurement Date.

EQUITY COMPENSATION PLAN INFORMATION

The following table provides certain information as of December 31, 2021 regarding our general partner's equity compensation plans.

Plan Category	Number of securities to be issued upon exercise of outstanding options, warrants and rights	Weighted-average exercise price of outstanding options, warrants and rights	Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a))
	(a)	(b)	(c)
Equity compensation plans approved by security holders	670,023	N/A	299,792
Equity compensation plans not approved by security holders	—	N/A	—
TOTAL	670,023	N/A	299,792

(a) The amounts in column (a) of this table reflect only phantom units that have been granted under the LTIP. No Awards (as defined under the LTIP) have been made other than the phantom units, each of which represent rights to receive (upon vesting and payout) one common unit in the Partnership or an amount of cash equal to the fair market value of such unit. These phantom units vest over one- to five-year service periods from the date of grant.

(b) Column (b) of this table is not applicable because phantom units do not have an exercise price.

(c) The LTIP was adopted by our general partner in connection with the closing of the initial public offering and provides for the making of certain awards, including common units, restricted units, phantom units, unit appreciation rights and distribution equivalent rights. For information about the LTIP, which did not require approval by our limited partners, refer to Item 11 of this Annual Report on Form 10-K. Additionally, On June 9, 2021, the LTIP was amended to increase the number of units representing limited partner interest in the Partnership (the "Common Units") authorized for issuance by 300,000 Common Units to 912,207 Common Units. Additionally, the term of the LTIP was extended to June 9, 2031.

ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS AND DIRECTOR INDEPENDENCE

Certain Relationships and Related Transactions

As of February 18, 2022, Delek Holdings and its affiliates owned 34,452,148 of our common limited partner units, which represents a 79.2% ownership interest in the Partnership. Certain transactions with Delek Holdings and its affiliated entities are considered to be related party transactions under Item 404 of Regulation S-K because Delek Holdings and its affiliates own more than five percent of our equity interests. In addition, Messrs. Yemin, Spiegel and Ms. McWatters serve as executive officers of both Delek Holdings and our general partner.

Distributions and Payments to Delek Holdings

Pursuant to our Partnership Agreement, we are required to make quarterly cash distributions of 100% of our "available cash" to limited partners, including Delek Holdings. During 2021, we made cash distributions totaling \$161.7 million to our unitholders, of which \$129.3 million was paid to Delek Holdings and our general partner.

Commercial Agreements, Omnibus Agreement and Operations and Management Services Agreement

The Partnership has a number of long-term, fee-based commercial agreements with Delek Holdings under which we provide various services, including crude oil gathering and crude oil, intermediate and refined products transportation and storage services, and marketing, terminalling and offloading services to Delek Holdings. In return, Delek Holdings commits to minimum monthly throughput volumes of crude oil, intermediate and refined products. See Note 4 to the consolidated financial statements in Item 8, Financial Statements and Supplementary Data, of this Annual Report on Form 10-K for a discussion of and the amounts paid under our material commercial agreements and other non-contractual arrangements with Delek Holdings during 2021.

For a discussion of a third party's involvement in certain of our agreements, see Items 1 and 2. "Business and Properties—Commercial Agreements—Delek Holdings' Crude Oil and Refined Products Supply and Offtake Arrangement."

Omnibus Agreement

The Omnibus Agreement (as defined in Note 4 to our consolidated financial statements) governs a number of important aspects of the Partnership's business relationship with Delek Holdings. For a more extensive summary of this agreement and its amendment history, see Items 1 and 2. "Business and Properties—Commercial Agreements—Other Agreements with Delek Holdings." The Omnibus Agreement addresses, among other things, the following matters:

- an agreement whereby Delek Holdings will not compete with us under certain circumstances;
- our right of first offer to acquire certain of Delek Holdings' logistics assets, including certain terminals, storage facilities and other related assets located at the Tyler and El Dorado Refineries and, under specified circumstances, logistics and marketing assets that Delek Holdings may acquire or construct in the future;
- Delek Holdings' right of first refusal to purchase our assets that serve its refineries;
- our obligation to pay an annual fee to Delek Holdings for Delek Holdings' provision of centralized corporate services, including executive management services of Delek Holdings employees who devote less than 50% of their time to our business, financial and administrative services, information technology services, legal services, health, safety and environmental services, human resource services, and insurance administration;
- Delek Holdings' reimbursement to us for certain operating expenses and certain maintenance capital expenditures and Delek Holdings' indemnification of us for certain matters, including environmental, title and tax matters;
- reimbursement to us for certain designated periods of time related to the date of acquisition of the relevant asset for any operating expenses in excess of certain thresholds per year that we incur for inspections, maintenance and repairs to any of the storage tanks contributed to us by Delek Holdings that are necessary to comply with the DOT pipeline integrity rules and certain API storage tank standards; and
- reimbursement to us for certain designated periods of time related to the date of acquisition of the relevant asset for all non-discretionary maintenance capital expenditures, other than those required to comply with applicable environmental laws and regulations, in excess of certain thresholds per year that we make with respect to the assets contributed to us by Delek Holdings for which we have not been reimbursed as described above.

See Note 4 and Note 17 to the consolidated financial statements in Item 8, Financial Statements and Supplementary Data, of this Annual Report on Form 10-K, for a discussion of and the amounts paid under the Omnibus Agreement during 2021.

Other Related Party Transactions

In addition to the agreements described above, we purchased refined product from Delek Holdings, totaling \$309.0 million during the year ended December 31, 2021. We sold RINs in the amount of approximately \$10.3 million to Delek Holdings during the year ended December 31, 2021.

The Partnership has an \$850.0 million senior secured revolving credit agreement with Fifth Third Bank, as administrative agent, and a syndicate of lenders (the "DKL Credit Facility"). The obligations under the DKL Credit Facility remain secured by first priority liens on substantially all of the Partnership's and its U.S. subsidiaries' tangible and intangible assets. Additionally, Delek Marketing, a subsidiary of Delek Holdings, had provided a limited guaranty of the Partnership's obligations under the DKL Credit Facility. Delek Marketing's guaranty was (i) limited to an amount equal to the principal amount, plus unpaid and accrued interest, of a promissory note made by Delek Holdings in favor of Delek Marketing (the "Holdings Note") and (ii) secured by Delek Marketing's pledge of the Holdings Note to the lenders under the DKL Credit Facility. Effective March 30, 2020, Delek Marketing's limited guaranty and pledge of the Holdings Note was terminated pursuant to a guaranty and pledge release approved by the required lenders under the DKL Credit Facility.

The Partnership manages long-term capital projects on behalf of Delek Holdings pursuant to a construction management and operating agreement (the "DPG Management Agreement") for the construction of gathering systems in the Permian Basin (the "Delek Permian Gathering Project"). The majority of the gathering systems has been constructed, however, additional costs pertaining to a pipeline connection that was not acquired by the Partnership continue to be incurred and are still subject to the terms of the DPG Management Agreement. The Partnership is also considered the operator for the project and is responsible for the oversight of the project design, procurement and construction of project segments and for providing other related services. See Note 4 to the consolidated financial statements in Item 8, Financial Statements and Supplementary Data, of this Annual Report on Form 10-K, for a discussion of and the amounts paid under the DPG Management Agreement during 2021.

Procedures for Review, Approval or Ratification of Transactions with Related Party

Our Board has adopted a formal written related party transactions policy to establish procedures for the notification, review, approval, ratification and disclosure of related party transactions. The Board reviews this policy annually. For the purposes of this policy, a related party is defined as follows:

- I. any director or executive officer of our general partner;
- II. any unitholder owning in excess of 5% of our common units or an affiliate of our general partner;
- III. any immediate family member of an individual of any such person;
- IV. any entity in which we have an investment that is accounted for under the equity method of accounting; and
- V. any entity that is owned or controlled by someone listed in I - IV above or any entity in which someone listed in I - IV above has a substantial ownership interest or control of such entity.

Other transactions that are undertaken pursuant to existing agreements and the ongoing performance of which meet criteria prior to filing or approval requirements, a related party transaction under the policy is generally expected to be a transaction in which we are a participant with a related party and which requires disclosure under Item 404 of Regulation S-K. Transactions that are otherwise resolved under Section 7.9 of the Partnership Agreement are not required to be reviewed or approved under the policy.

Subject to certain exceptions, the policy requires that related party transactions, as defined by the policy, be approved by the Board or an authorized committee of the Board, subject to the guidelines of the policy. Pursuant to the policy, the Conflicts Committee of the Board is generally considered the best suited to review related party transactions and has been authorized by the Board to do so. If a related party transaction, that would otherwise require approval under the policy, is not approved prior to entry into such transaction, management may enter into such transaction, subject to ratification by the Board or an authorized committee of the Board.

The policy further sets forth certain categories of transactions between the Partnership and its subsidiaries on one hand and Delek Holdings and its subsidiaries on the other hand that are deemed to be approved by the Board and are therefore able to be effected by management of the general partner under the relevant general authorization policies and procedures and after taking into account all relevant facts and circumstances. Additionally, the policy effectively requires that all related party transactions that:

- I. involve the purchase and sale of products or services that are effected at either (x) cost (including, when relevant, a nominal fee for services) or (y) the then-prevailing market prices that we would pay or charge to third parties ("Market Based Transactions") undertaken outside the ordinary course of business and involve an aggregate amount of more than \$2.5 million annually; or
- II. are not Market Based Transactions and are undertaken outside the ordinary course of business; or
- III. are not Market Based Transactions and are undertaken within the ordinary course of business and involve an aggregate amount of more than \$2.5 million annually be approved by the Board of Directors or an authorized committee thereof. Pursuant to the policy, the Conflicts Committee is generally the best suited to review these transactions and it is expected they will be the committee that does so.

The Board has also adopted a written code of business conduct and ethics, under which a director or officer of the general partner or of any of our subsidiaries would be expected to bring to the attention of the Audit Committee or the Board or the general partner's General Counsel, any conflict or potential conflict of interest that may arise between such party, on the one hand, and us, on the other hand.

ITEM 14. PRINCIPAL ACCOUNTANT FEES AND SERVICES

Audit fees

Audit fees of \$907,625 and \$734,920 paid for the services of Ernst & Young LLP during fiscal years 2021 and 2020, respectively, include services related to the audits of our consolidated financial statements and internal controls over financial reporting, reviews of our quarterly condensed consolidated financial statements and audit services provided in connection with acquisitions, investments and regulatory filings. Fees and expenses are for services in connection with the audit of our fiscal years ended 2021 and 2020, regardless of when the fees and expenses were paid.

Audit-related fees

No audit-related fees were paid for the services of Ernst & Young LLP during fiscal years 2021 and 2020.

Tax Fees and All Other Fees

No tax fees or other fees were paid for the services of Ernst & Young LLP during fiscal years 2021 and 2020.

All of the fees described above were approved in accordance with the Audit Committee pre-approval policy described below.

Pre-Approval Policies and Procedures

In general, all engagements performed by our independent registered public accounting firm, whether for auditing or non-auditing services, must be pre-approved by the Audit Committee. The Audit Committee has adopted a pre-approval policy that provides guidelines for the audit, audit-related, tax and other non-audit services that may be provided by the independent registered public accounting firm to the Partnership. The policy (a) identifies the guiding principles that must be considered by the Audit Committee in approving services to ensure that the independent registered public accounting firm's independence is not impaired; (b) describes the audit, audit-related, tax and other services that may be provided and the non-audit services that are prohibited; and (c) sets forth pre-approval requirements for all permitted services. During the years ended 2021 and 2020, all of the services performed for us by Ernst & Young LLP were pre-approved by the Audit Committee.

PART IV**ITEM 15. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES**

(a) Certain Documents Filed as Part of this Annual Report on Form 10-K:

1. Financial Statements. The accompanying Index to Financial Statements and Schedule on page F-1 of this Annual Report on Form 10-K is provided in response to this item.
2. List of Financial Statement Schedules. All schedules are omitted because the required information is either not present, not present in material amounts or included within the Consolidated Financial Statements.
3. Exhibits - See below.

EXHIBITS

Exhibit No.	Description
2.1	<u>Contribution and Subscription Agreement, dated as of May 24, 2019, by and among Plains Pipeline, L.P., DKL Pipeline, LLC, and Red River Pipeline Company, LLC (incorporated by reference to Exhibit 2.1 to the Partnership's Current Report on Form 8-K filed on May 28, 2019).</u>
2.2	<u>Contribution, Conveyance, and Assumption Agreement, dated as of March 31, 2020, between several Delek subsidiaries (incorporated by reference to Exhibit 2.1 of the Partnership's Form 8-K filed April 6, 2020).</u>
2.3	<u>Throughput and Deficiency Agreement, dated as of March 31, 2020, by and between Lion Oil Trading & Transportation, LLC and DKL Permian Gathering, LLC (incorporated by reference to Exhibit 10.1 of the Partnership's Form 8-K filed on April 6, 2020).</u>
2.4	<u>Exchange Agreement, dated August 13, 2020, between Delek Logistics and Delek Logistics GP, LLC (incorporated by reference to Exhibit 10.2 of the Partnership's Form 8-K filed on August 14, 2020).</u>
3.1	<u>Certificate of Limited Partnership of Delek Logistics Partners, LP (incorporated by reference to Exhibit 3.1 to the Partnership's Form S-1 (File No. 333-182631) filed on July 12, 2012).</u>
3.2	<u>Second Amended and Restated Agreement of Limited Partnership of Delek Logistics Partners, LP, dated August 13, 2020 (incorporated by reference to Exhibit 3.1 of the Partnership's Form 8-K filed on August 14, 2020).</u>
3.3	<u>Certificate of Formation of Delek Logistics GP, LLC (incorporated by reference to Exhibit 3.3 to the Partnership's Registration Statement on Form S-1 (File No. 333-182631) filed on July 12, 2012).</u>
3.4	<u>Fourth Amended and Restated Limited Liability Company Agreement of Delek Logistics GP, LLC, dated August 13, 2020 (incorporated by reference to Exhibit 3.2 of the Partnership's Form 8-K filed on August 14, 2020).</u>
4.1	<u>Description of the Common Units (incorporated by reference to Exhibit 4.1 of the Partnership's Form 10-K filed on March 1, 2021).</u>
4.2	<u>Indenture, dated as of May 23, 2017, among Delek Logistics Partners, LP, Delek Logistics Finance Corp., the Guarantors named therein and U.S. Bank, National Association, as trustee (incorporated by reference to Exhibit 4.1 to the Partnership's Form 8-K filed on May 24, 2017).</u>
4.3	<u>Form of 6.750% Senior Notes due 2025 (incorporated by reference to Exhibit A to Exhibit 4.1 to the Partnership's Form 8-K filed on May 24, 2017).</u>
4.4	<u>Supplemental Indenture, dated March 22, 2018, among DKL Big Spring, LLC, Delek Logistics Partners, LP, Delek Logistics Finance Corp., the other guarantors and U.S. Bank, National Association (incorporated by reference to Exhibit 4.1 to the Partnership's Form 8-K filed on March 26, 2018).</u>
4.5	<u>Second Supplemental Indenture, dated February 28, 2020, among DKL Pipeline, LLC, Delek Logistics Partners, LP, Delek Logistics Finance Corp., the other guarantors and U.S. Bank, N.A. (incorporated by reference to Exhibit 4.1 of the Partnership's Form 8-K filed on April 6, 2020).</u>
4.6	<u>Third Supplemental Indenture, dated March 26, 2020, among DKL Permian Gathering, LLC, Delek Logistics Partners, LP, Delek Logistics Finance Corp., the other guarantors and U.S. Bank, N.A. (incorporated by reference to Exhibit 4.2 of the Partnership's Form 8-K filed on April 6, 2020).</u>
4.7	<u>Indenture, dated as of May 24, 2021, among Delek Logistics Partners, LP, Delek Logistics Finance Corp., the other guarantors, and U.S. Bank, N.A. (incorporated by reference to Exhibit 4.1 of the Partnership's Form 8-K filed on May 25, 2021).</u>
4.8	<u>Form of 7.125% Senior Note due 2028 (incorporated by reference to Exhibit A to Exhibit 4.1 to the Partnership's Form 8-K filed on May 25, 2021).</u>
10.1 ++	<u>Marketing Agreement, dated November 7, 2012, by and between Delek Refining, Ltd. and Delek Marketing & Supply, LP (incorporated by reference to Exhibit 10.6 to the Partnership's Form 8-K filed on November 7, 2012, SEC File No. 001-35721).</u>
10.2	<u>First Amendment to Marketing Agreement, dated July 26, 2013, by and between Delek Refining, Ltd. and Delek Marketing & Supply, LP (incorporated by reference to Exhibit 10.1 to the Partnership's Form 10-Q filed on November 3, 2016).</u>
10.3	<u>Second Amendment to Marketing Agreement, dated as of December 19, 2016, but effective as of October 1, 2016, by and between Delek Refining, Ltd. and Delek Marketing & Supply, LP (incorporated by reference to Exhibit 10.1 to the Partnership's Form 10-K filed on February 28, 2017).</u>
10.4	<u>Throughput and Tankage Agreement (El Dorado Terminal and Tankage), dated as of February 10, 2014, by and among Lion Oil Company and Delek Logistics Operating, LLC, and for limited purposes, J. Aron & Company (incorporated by reference to Exhibit 10.3 to the Partnership's Form 8-K filed on February 14, 2014).</u>
10.5	<u>Amendment to Throughput and Tankage Agreement (El Dorado Terminal and Tankage), dated as of July 22, 2016, but effective as of February 11, 2014, by and between Lion Oil Company and Delek Logistics Operating, LLC (incorporated by reference to Exhibit 10.1 to the Partnership's Form 10-Q filed on August 5, 2016).</u>
10.6	<u>First Amendment to Throughput and Tankage Agreement (El Dorado Terminal and Tankage), dated as of December 14, 2018, by and between Lion Oil Company and Delek Logistics Operating, LLC (incorporated by reference to Exhibit 10.10 to the Partnership's Form 10-K filed on March 1, 2019).</u>
10.7 *	<u>General Terms and Conditions for Phantom Unit Awards under the Delek Logistics GP, LLC 2012 Long-Term Incentive Plan (incorporated by reference to Exhibit 10.2 to the Partnership's Form 10-Q filed on August 5, 2016).</u>
10.8	<u>Third Amended and Restated Omnibus Agreement, dated as of March 31, 2015, by and among Delek US Holdings, Inc., Lion Oil Company, Delek Logistics Operating, LLC, Delek Marketing & Supply, LP, Delek Refining, Ltd., Delek Logistics Partners, LP, Paline Pipeline Company, LLC, SALA Gathering Systems, LLC, Magnolia Pipeline Company, LLC, El Dorado Pipeline Company, LLC, Delek Crude Logistics, LLC, Delek Marketing-Big Sandy, LLC, DKL Transportation, LLC and Delek Logistics GP, LLC (incorporated by reference to Exhibit 10.3 to the Partnership's Form 8-K filed on April 6, 2015).</u>

- 10.9 [First Amendment to Third Amended and Restated Omnibus Agreement, dated as of August 3, 2015, by and among Delek US Holdings, Inc., Lion Oil Company, Delek Logistics Operating, LLC, Delek Marketing & Supply, LP, Delek Refining, Ltd., Delek Logistics Partners, LP, Paline Pipeline Company, LLC, SALA Gathering Systems, LLC, Magnolia Pipeline Company, LLC, El Dorado Pipeline Company, LLC, Delek Crude Logistics, LLC, Delek Marketing-Big Sandy, LLC, DKL Transportation, LLC and Delek Logistics GP, LLC \(incorporated by reference to Exhibit 10.2 to the Partnership's Form 10-Q filed on August 6, 2015\).](#)
- 10.10 [Amendment and Restatement of Schedules to Third Amended and Restated Omnibus Agreement, dated March 20, 2018 and effective as of March 1, 2018 \(incorporated by reference to Exhibit 10.4 to the Partnership's Form 8-K filed on March 26, 2018\).](#)
- 10.11 * [Form of Phantom Unit Agreement for Directors under the Delek Logistics GP, LLC 2012 Long-Term Incentive Plan \(incorporated by reference to Exhibit 10.1 to the Partnership's Form 10-Q filed on August 6, 2015\).](#)
- 10.12 [Pipelines and Tankage Agreement \(East Texas Crude Logistics System\), dated November 7, 2012, by and between Delek Refining, Ltd. and Delek Crude Logistics, LLC \(incorporated by reference to Exhibit 10.7 to the Partnership's Form 8-K filed on November 7, 2012, SEC File No. 001-35721\).](#)
- 10.13 [First Amendment to Pipelines and Tankage Agreement \(East Texas Crude Logistics System\), dated as of December 14, 2018, by and between Delek Refining, LTD and Delek Crude Logistics, LLC \(incorporated by reference to Exhibit 10.19 to the Partnership's Form 10-K filed on March 1, 2019\).](#)
- 10.14 [Amended and Restated Services Agreement \(Big Sandy Terminal and Pipeline\), dated July 25, 2013, by and between Delek Refining, Ltd. and Delek Marketing-Big Sandy, LLC \(incorporated by reference to Exhibit 10.1 to the Partnership's Form 8-K/A filed on July 31, 2013\).](#)
- 10.15 [First Amendment to Amended and Restated Services Agreement \(Big Sandy Terminal and Pipeline\), dated as of December 14, 2018, by and between Delek Refining, LTD and Delek Marketing-Big Sandy, LLC \(incorporated by reference to Exhibit 10.21 to the Partnership's Form 10-K filed on March 1, 2019\).](#)
- 10.16 [Pipelines and Storage Facilities Agreement, dated November 7, 2012, by and among Lion Oil Company, Delek Logistics Partners, LP, SALA Gathering Systems, LLC, El Dorado Pipeline Company, LLC, Magnolia Pipeline Company, LLC and J. Aron & Company \(incorporated by reference to Exhibit 10.9 to the Partnership's Form 8-K filed on November 7, 2012, SEC File No. 001-35721\).](#)
- 10.17 [First Amendment to Pipelines and Storage Facilities Agreement, dated as of December 14, 2018, by and among Lion Oil Company, Delek Logistics Partners, LP, SALA Gathering Systems, LLC, El Dorado Pipeline Company, LLC, Magnolia Pipeline Company, LLC and J. Aron & Company \(incorporated by reference to Exhibit 10.23 to the Partnership's Form 10-K filed on March 1, 2019\).](#)
- 10.18 * [Form of Director Phantom Unit Award \(incorporated by reference to Exhibit 10.6 to the Partnership's Amendment No. 3 to Registration Statement on Form S-1 \(File No. 333-182631\), filed on October 16, 2012\).](#)
- 10.19 * [Form of Employee Phantom Unit Award \(incorporated by reference to Exhibit 10.7 to the Partnership's Amendment No. 3 to Registration Statement on Form S-1 \(File No. 333-182631\), filed on October 16, 2012\).](#)
- 10.20 [Throughput and Tankage Agreement \(Tyler Terminal and Tankage\), dated July 26, 2013, by and between Delek Marketing & Supply, LP and Delek Refining, Ltd. \(incorporated by reference to Exhibit 10.3 to the Partnership's Form 8-K filed on August 1, 2013\).](#)
- 10.21 [First Amendment to Throughput and Tankage Agreement \(Tyler Terminal and Tankage\), dated as of December 14, 2018, by and between Delek Refining, LTD. and Delek Marketing & Supply, LP \(incorporated by reference to Exhibit 10.29 to the Partnership's Form 10-K filed on March 1, 2019\).](#)
- 10.22 [Amended and Restated Site Services Agreement \(Tyler Terminal and Tankage\), dated March 31, 2015, by and between Delek Marketing & Supply, LP and Delek Refining, Ltd. \(incorporated by reference to Exhibit 10.4 to the Partnership's Form 10-Q filed on May 8, 2015\).](#)
- 10.23 [Amended and Restated Site Services Agreement \(El Dorado Terminal and Tankage\), dated as of March 31, 2015, by and between Lion Oil Company and Delek Logistics Operating, LLC \(incorporated by reference to Exhibit 10.5 to the Partnership's Form 10-Q filed on May 8, 2015\).](#)
- 10.24 [Throughput Agreement \(El Dorado Rail Offloading Facility\), dated as of March 31, 2015, among Lion Oil Company, Lion Oil Trading & Transportation, LLC and Delek Logistics Operating, LLC \(incorporated by reference to Exhibit 10.2 to the Partnership's Form 8-K filed on April 6, 2015\).](#)
- 10.25 ++ [First Amended and Restated Limited Liability Company Agreement of Rangeland RIO Pipeline, LLC, dated March 20, 2015, by and between Rangeland Energy II, LLC and DKL RIO, LLC \(incorporated by reference to Exhibit 10.6 to the Partnership's Form 10-Q filed on May 8, 2015\).](#)
- 10.26 ++ [Amended and Restated Limited Liability Company Agreement of Caddo Pipeline LLC, dated March 20, 2015, by and between Plains Pipeline, L.P. and DKL Caddo, LLC \(incorporated by reference to Exhibit 10.7 to the Partnership's Form 10-Q filed on May 8, 2015\).](#)
- 10.27 [Pipelines, Storage and Throughput Facilities Agreement \(Big Spring Refinery Logistics Assets and Duncan Terminal\), dated March 20, 2018 and effective as of March 1, 2018, by and among Alon USA, LP, DKL Big Spring, LLC, for the limited purposes specified therein, Delek US Holdings, Inc., and for the limited purposes specified therein, J. Aron & Company LLC \(incorporated by reference to Exhibit 10.1 to the Partnership's Form 8-K filed on March 26, 2018\).](#)
- 10.28 [Big Spring Asphalt Services Agreement, dated March 20, 2018 and effective as of March 1, 2018, by and among Alon USA, LP, DKL Big Spring, LLC, for the limited purposes specified therein, Delek US Holdings, Inc., and for the limited purposes specified therein, J. Aron & Company LLC \(incorporated by reference to Exhibit 10.2 to the Partnership's Form 8-K filed on March 26, 2018\).](#)
- 10.29 [Marketing Agreement, dated as of March 20, 2018 and effective as of March 1, 2018, by and among Alon USA, LP, DKL Big Spring, LLC, and for the limited purposes specified therein, Delek US Holdings, Inc. \(incorporated by reference to Exhibit 10.3 to the Partnership's Form 8-K filed on March 26, 2018\).](#)

10.30		<u>Third Amended and Restated Credit Agreement, dated as of September 28, 2018, among Delek Logistics Partners, LP and each other borrower referenced therein, as borrowers; Fifth Third Bank, as administrative agent; a syndicate of lenders; Bank of America, N.A., BBVA Compass, MUFG Bank, Ltd. And Royal Bank of Canada as co-syndication agents; and Barclays Bank PLC, Citizens Bank, N.A., PNC Bank, National Association, U.S. Bank National Association, Bank Hapoalim B.M., Regions Bank and SunTrust Bank as co-documentation agents (incorporated by reference to Exhibit 10.1 to the Partnership's Form 8-K filed on October 4, 2018).</u>
10.31		<u>First Amendment to Third Amended and Restated Credit Agreement, dated August 12, 2020, by and among Delek Logistics Partners, LP and each other borrower referenced therein, as borrowers, Fifth Third Bank, N.A., as Administrative Agent, and the Lenders party thereto (incorporated by reference to Exhibit 10.1 of the Partnership's Form 8-K filed on August 14, 2020).</u>
10.32		<u>Second Amendment and Restatement of Schedules to Third Amended and Restated Omnibus Agreement, dated and effective as of May 31, 2020 (incorporated by reference to the Exhibit 10.2 of the Partnership's Form 8-K filed on April 6, 2020).</u>
10.33		<u>Transportation Services Agreement dated May 15, 2020 and effective May 1, 2020, between Delek Refining, Ltd., Lion Oil Company and DKL Transportation, LLC (incorporated by reference to Exhibit 10.1 of the Partnership's Form 8-K filed on May 18, 2020).</u>
10.34		<u>Third Amendment and Restatement to Schedules to Third Amended and Restated Omnibus Agreement, dated and effective as of May 15, 2020 (incorporated by reference to Exhibit 10.2 of the Partnership's Form 8-K filed on May 18, 2020).</u>
10.35		<u>Delek Logistics GP, LLC Amended and Restated 2012 Long-Term Incentive Plan (incorporated by reference to Exhibit 10.1 to the Partnership's Registration Statement on Form S-8 (Registration No. 333-256954) filed on June 10, 2021).</u>
10.36	#	<u>Form of Indemnification Agreement for Directors and Officers of Delek Logistics GP, LLC.</u>
21.1	#	<u>Subsidiaries of Registrant.</u>
22.1	#	<u>Subsidiary Guarantors of Delek Logistics Partners LP.</u>
23.1	#	<u>Consent of Independent Registered Public Accounting Firm (Ernst & Young LLP).</u>
23.2	#	<u>Consent of Independent Public Accounting Firm (Weaver and Tidwell, L.L.P.).</u>
31.1	#	<u>Certification of Delek Logistics GP, LLC's Chief Executive Officer pursuant to Rule 13a-14(a) or 15(d)-14(a) under the Securities Exchange Act of 1934, as amended.</u>
31.2	#	<u>Certification of Delek Logistics GP, LLC's Chief Financial Officer pursuant to Rule 13a-14(a) or 15(d)-14(a) under the Securities Exchange Act of 1934, as amended.</u>
32.1	##	<u>Certification by Chief Executive Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.</u>
32.2	##	<u>Certification by Chief Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.</u>
99.1	#	<u>Report of Independent Public Accounting Firm - Red River Pipeline Company LLC</u> Weaver and Tidwell, L.L.P. (PCAOB ID: 410) - Houston, Texas
101	<	The following materials from Delek Logistics Partners, LP's Annual Report on Form 10-K for the annual period ended December 31, 2021, formatted in XBRL (Inline eXtensible Business Reporting Language): (i) Consolidated Balance Sheets as of December 31, 2021 and 2020; (ii) Consolidated Statements of Income and Comprehensive Income for the years ended December 31, 2021, 2020 and 2019; (iii) Consolidated Statements of Changes in Partners' Equity for the years ended December 31, 2021, 2020 and 2019; (iv) Consolidated Statements of Cash Flows for the years ended December 31, 2021, 2020 and 2019; and (v) Notes to Consolidated Financial Statements.
104		The cover page from Delek Logistics Partners, LP's Annual Report on Form 10-K for the annual period ended December 31, 2021, has been formatted in Inline XBRL.

*	Management contract or compensatory plan or arrangement.
#	Filed herewith.
##	Furnished herewith.
++	Confidential treatment has been requested and granted with respect to certain portions of this exhibit pursuant to Rule 24b-2 of the Securities Exchange Act of 1934. Omitted portions have been filed separately with the Securities and Exchange Commission.
<	Pursuant to Rule 406T of Regulation S-T, the Interactive Data Files in Exhibit 101 hereto are deemed not filed or part of a registration statement or prospectus for purposes of Sections 11 or 12 of the Securities Act of 1933, as amended, are deemed not filed for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, and otherwise are not subject to liability under those sections.

Delek Logistics Partners, LP
Consolidated Financial Statements
As of December 31, 2021 and 2020 and
For Each of the Three Years Ended December 31, 2021, 2020 and 2019
INDEX TO FINANCIAL STATEMENTS

<u>Reports of Independent Registered Public Accounting Firm (PCAOB ID: 42)</u>	<u>F-2</u>
Audited Financial Statements:	
<u>Consolidated Balance Sheets</u>	<u>F-5</u>
<u>Consolidated Statements of Income and Comprehensive Income</u>	<u>F-6</u>
<u>Consolidated Statements of Partners' Equity (Deficit)</u>	<u>F-7</u>
<u>Consolidated Statements of Cash Flows</u>	<u>F-8</u>
<u>Notes to Consolidated Financial Statements</u>	<u>F-9</u>

All other financial schedules are not required under related instructions, or are inapplicable and therefore have been omitted.

Report of Independent Registered Public Accounting Firm

**To the Unitholders of Delek Logistics Partners, LP and
the Board of Directors of Delek Logistics GP, LLC**

Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheets of Delek Logistics Partners, LP (the Partnership) as of December 31, 2021 and 2020, and the related consolidated statements of income and comprehensive income, partners' equity (deficit) and cash flows for each of the three years in the period ended December 31, 2021, and the related notes (collectively referred to as the "consolidated financial statements"). In our opinion, based on our audits and the report of other auditors, the consolidated financial statements present fairly, in all material respects, the financial position of the Partnership at December 31, 2021 and 2020, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2021, in conformity with U.S. generally accepted accounting principles.

We did not audit the financial statements of Red River Pipeline Company, LLC, an entity in which the Partnership has a 33% interest. In the consolidated financial statements, the Partnership's investment in Red River Pipeline Company, LLC is stated at \$144.0 million and \$141.8 million as of December 31, 2021 and 2020, respectively, and the Partnership's equity in the net income of Red River Pipeline Company, LLC is stated at \$14.4 million in 2021 and \$8.9 million in 2020. Those statements were audited by other auditors whose report has been furnished to us, and our opinion, insofar as it relates to the amounts included for Red River Pipeline Company, LLC, is based solely on the report of other auditors.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Partnership's internal control over financial reporting as of December 31, 2021, based on criteria established in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework) and our report dated February 25, 2022 expressed an unqualified opinion thereon.

Basis for Opinion

These financial statements are the responsibility of the Partnership's management. Our responsibility is to express an opinion on the Partnership's financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Partnership in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits and the report of other auditors provide a reasonable basis for our opinion.

Critical Audit Matter

The critical audit matter communicated below is a matter arising from the current period audit of the financial statements that was communicated or required to be communicated to the audit committee and that: (1) relates to accounts or disclosures that are material to the financial statements and (2) involved our especially challenging, subjective or complex judgments. The communication of the critical audit matter does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matter below, providing a separate opinion on the critical audit matter or on the accounts or disclosures to which it relates.

Description of the Matter

Impairment review of equity method investments

As discussed in Notes 2 and 14 to the consolidated financial statements, the Partnership has investments in nonconsolidated entities accounted for using the equity method totaling \$250 million as of December 31, 2021, which included an equity method investment in Andeavor Logistics of \$44.3 million. The carrying value of each equity method investment is evaluated for impairment when indicators of a loss in value below the carrying value exist, which may include the loss of a key contract, lack of sustained earnings or a deterioration of market conditions, among others. When indicators of impairment are identified, the Partnership estimates the fair value of the equity method investment. The estimated fair value of the investment is determined using a combination of a discounted cash flow analysis based upon projected financial information and a market approach. When the estimated fair value is lower than the carrying value, the Partnership considers whether that impairment is other-than-temporary.

Auditing the Partnership's impairment assessment for Andeavor Logistics was complex and required significant judgment, as the valuation included subjective estimates and assumptions in determining the estimated fair value of the investment. In particular, the discounted cash flow analysis is sensitive to significant assumptions such as the weighted average cost of capital and the estimate of future cash flows including the related revenue and EBITDA projections.

How We Addressed the Matter in Our Audit

We obtained an understanding, evaluated the design and tested the operating effectiveness of controls over the Partnership's equity method impairment review process, including controls over the identification of factors that may indicate an equity method investment is impaired, and as necessary, the subsequent determination of fair value.

In order to test whether an impairment was indicated, we tested the Partnership's evaluation of the Andeavor Logistics' earnings history and sustainability under current and expected market conditions. To test the estimated fair value of Andeavor Logistics, our audit procedures included, among others, assessing valuation methodologies, performing recalculations, and testing the significant assumptions discussed above and the underlying data used by the Partnership. We compared the significant assumptions in the prospective financial data used by management to current industry and economic trends, historical performance, and other relevant factors. We performed sensitivity analyses of significant assumptions to evaluate the change in the fair value of the investment resulting from changes in the significant assumptions. We also involved our valuation specialists to assist in evaluating the fair value methodologies, testing the weighted average cost of capital used and assessing the market multiples used to calculate the fair value estimate.

/s/ Ernst & Young LLP

We have served as the Partnership's auditor since 2012.

Nashville, Tennessee
February 25, 2022

Report of Independent Registered Public Accounting Firm

To the Unitholders of Delek Logistics Partners, LP and
the Board of Directors of Delek Logistics GP, LLC

Opinion on Internal Control over Financial Reporting

We have audited Delek Logistics Partners, LP's internal control over financial reporting as of December 31, 2021, based on criteria established in Internal Control—Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework) (the COSO criteria). In our opinion, Delek Logistics Partners, LP (the Partnership) maintained, in all material respects, effective internal control over financial reporting as of December 31, 2021, based on the COSO criteria.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the consolidated balance sheets of Delek Logistics Partners, LP as of December 31, 2021 and 2020, the related consolidated statements of income and comprehensive income, partners' equity (deficit) and cash flows for each of the three years in the period ended December 31, 2021, and the related notes, and our report dated February 25, 2022 expressed an unqualified opinion thereon.

Basis for Opinion

The Partnership's management is responsible for maintaining effective internal control over financial reporting, and for its assessment of the effectiveness of internal control over financial reporting included in the accompanying Management's Annual Report on Internal Control over Financial Reporting. Our responsibility is to express an opinion on the Partnership's internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Partnership in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects.

Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

Definition and Limitations of Internal Control Over Financial Reporting

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ Ernst & Young LLP

Nashville, Tennessee
February 25, 2022

Delek Logistics Partners, LP

Consolidated Balance Sheets
(in thousands, except unit and per unit data)

	December 31,	
	2021	2020
ASSETS		
Current assets:		
Cash and cash equivalents	\$ 4,292	\$ 4,243
Accounts receivable	15,384	15,676
Accounts receivable from related parties	—	5,932
Inventory	2,406	3,127
Other current assets	951	331
Total current assets	23,033	29,309
Property, plant and equipment:		
Property, plant and equipment	715,870	692,282
Less: accumulated depreciation	(266,482)	(227,470)
Property, plant and equipment, net	449,388	464,812
Equity method investments	250,030	253,675
Operating lease right-of-use assets	20,933	24,199
Goodwill	12,203	12,203
Marketing contract intangible, net	116,577	123,788
Rights-of-way	37,280	36,316
Other non-current assets	25,627	12,115
Total assets	\$ 935,071	\$ 956,417
LIABILITIES AND DEFICIT		
Current liabilities:		
Accounts payable	\$ 8,160	\$ 6,659
Accounts payable to related parties	64,423	—
Interest payable	5,024	2,452
Excise and other taxes payable	5,280	4,969
Accrued expenses and other current liabilities	7,117	5,529
Current portion of operating lease liabilities	6,811	8,691
Total current liabilities	96,815	28,300
Non-current liabilities:		
Long-term debt	898,970	992,291
Asset retirement obligations	6,476	6,015
Operating lease liabilities, net of current portion	14,071	15,418
Other non-current liabilities	22,731	22,694
Total non-current liabilities	942,248	1,036,418
Equity (Deficit):		
Common unitholders - public; 8,774,053 units issued and outstanding at December 31, 2021 (8,697,468 at December 31, 2020)	166,067	164,614
Common unitholders - Delek Holdings; 34,696,800 units issued and outstanding at December 31, 2021 (34,745,868 at December 31, 2020)	(270,059)	(272,915)
Total deficit	(103,992)	(108,301)
Total liabilities and deficit	\$ 935,071	\$ 956,417

See accompanying notes to the consolidated financial statement

Delek Logistics Partners, LP

Consolidated Statements of Income and Comprehensive Income
(In thousands, except unit and per unit data)

	Year Ended December 31,		
	2021	2020	2019
Net revenues:			
Affiliate ⁽¹⁾	\$ 418,826	\$ 382,666	\$ 261,014
Third party	282,076	180,752	322,978
Net revenues	700,902	563,418	583,992
Cost of sales:			
Cost of materials and other	384,409	269,094	336,473
Operating expenses (excluding depreciation and amortization presented below)	58,398	53,846	71,341
Depreciation and amortization	40,945	33,737	24,893
Total cost of sales	483,752	356,677	432,707
Operating expenses related to wholesale business (excluding depreciation and amortization presented below)	2,337	2,433	2,816
General and administrative expenses	22,545	22,587	20,815
Depreciation and amortization	1,825	1,994	1,808
Other operating (income) expense, net	(59)	(66)	34
Total operating costs and expenses	510,400	383,625	458,180
Operating income	190,502	179,793	125,812
Interest expense, net	50,221	42,874	47,328
Income from equity method investments	(24,575)	(22,693)	(19,832)
Other (income) expense, net	(119)	133	600
Total non-operating expenses, net	25,527	20,314	28,096
Income before income tax expense	164,975	159,479	97,716
Income tax expense	153	223	967
Net income attributable to partners	\$ 164,822	\$ 159,256	\$ 96,749
Comprehensive income attributable to partners	\$ 164,822	\$ 159,256	\$ 96,749
Less: General partner's interest in net income, including incentive distribution rights ⁽²⁾	—	18,724	33,080
Limited partners' interest in net income	\$ 164,822	\$ 140,532	\$ 63,669
Net income per limited partner unit:			
Common units - basic	\$ 3.79	\$ 4.18	\$ 2.61
Common units - diluted	\$ 3.79	\$ 4.18	\$ 2.61
Weighted average limited partner units outstanding:			
Common units - basic	43,447,739	33,594,284	24,413,294
Common units - diluted	43,460,470	33,597,418	24,418,641
Cash distributions per limited partner unit	\$ 3.785	\$ 3.605	\$ 3.440

(1) See Note 4 for a description of our material affiliate revenue transactions.

(2) See Note 4 for a description of the IDR Restructuring Transaction.

See accompanying notes to the consolidated financial statements

Delek Logistics Partners, LP

Consolidated Statements of Partners' Equity (Deficit)
(in thousands)

	Partnership			
	Common - Public	Common - Delek Holdings	General Partner - Delek Holdings	Total
Balance at December 31, 2018	\$ 171,023	\$ (299,360)	\$ (6,486)	(134,823)
Cash distributions ⁽¹⁾	(30,626)	(51,388)	(31,654)	(113,668)
GP units issued to maintain 2% interest	—	—	8	8
Net income attributable to partners	23,813	39,856	33,080	96,749
Other	226	379	10	615
Balance at December 31, 2019	\$ 164,436	\$ (310,513)	\$ (5,042)	\$ (151,119)
Cash distributions ⁽¹⁾	(31,532)	(77,665)	(27,635)	(136,832)
GP units issued to maintain 2% interest	—	—	10	10
Net income attributable to partners	36,324	104,208	18,724	159,256
Delek Holdings unit purchases from public	(4,979)	4,979	—	—
Issuance of units in connection with the Permian Gathering Assets Acquisition	—	107,323	2,190	109,513
Cash distribution to Delek Holdings for Trucking Assets Acquisition	—	(46,607)	(951)	(47,558)
Cash distribution to general partner for conversion of its economic interest and IDR elimination	—	—	(45,000)	(45,000)
Conversion of GP economic interest	—	(57,702)	57,702	—
Sponsor contribution of fixed assets	—	2,938	—	2,938
Other	365	124	2	491
Balance at December 31, 2020	\$ 164,614	\$ (272,915)	\$ —	\$ (108,301)
Cash distributions ⁽¹⁾	(32,462)	(129,255)	—	(161,717)
Net income attributable to partners	33,086	131,736	—	164,822
Delek Holdings unit sale to public	650	(650)	—	—
Other	179	1,025	—	1,204
Balance at December 31, 2021	\$ 166,067	\$ (270,059)	\$ —	\$ (103,992)

(1) Cash distributions include a nominal amount for the years ended December 31, 2021, 2020 and 2019, respectively, related to distribution equivalents on vested phantom units.

See accompanying notes to the consolidated financial statements

Delek Logistics Partners, LP

Consolidated Statements of Cash Flows (in thousands)

	Year Ended December 31,		
	2021	2020	2019
Cash flows from operating activities:			
Net income	\$ 164,822	\$ 159,256	\$ 96,749
Adjustments to reconcile net income to net cash provided by operating activities:			
Depreciation and amortization	42,770	35,731	26,701
Non-cash lease expense	9,652	6,075	193
Amortization of customer contract intangible assets	7,211	7,211	7,211
Amortization of deferred revenue	(1,953)	(1,888)	(1,688)
Amortization of deferred financing costs and debt discount	3,016	2,412	2,629
Income from equity method investments	(24,575)	(22,693)	(19,832)
Dividends from equity method investments	20,831	25,436	16,108
Other non-cash adjustments	1,959	1,253	1,757
Changes in assets and liabilities:			
Accounts receivable	292	(2,472)	8,382
Inventories and other current assets	55	11,363	(7,702)
Accounts payable and other current liabilities	(1,913)	(13,479)	(4,836)
Accounts receivable/payable to related parties	67,161	(14,628)	1,065
Non-current assets and liabilities, net	(14,166)	(561)	3,662
Net cash provided by operating activities	275,162	193,016	130,399
Cash flows from investing activities:			
Asset acquisitions from Delek Holdings, net of assumed liabilities	—	(100,527)	—
Purchases of property, plant and equipment and intangible assets	(24,016)	(13,284)	(9,070)
Proceeds from sales of property, plant and equipment	275	107	144
Distributions from equity method investments	8,774	2,741	804
Equity method investment contributions	(1,393)	(12,175)	(139,294)
Net cash used in investing activities	(16,360)	(123,138)	(147,416)
Cash flows from financing activities:			
Proceeds from issuance of additional units to maintain 2% general partner interest	—	10	8
Distributions to general partner	—	(27,635)	(31,654)
Distributions to common unitholders - public	(32,462)	(31,532)	(30,626)
Distributions to common unitholders - Delek Holdings	(129,255)	(77,665)	(51,388)
Distributions to Delek Holdings unitholders and general partner related to Trucking Assets Acquisition	—	(47,558)	—
Distribution to general partner for conversion of its interest and IDR elimination	—	(45,000)	—
Proceeds from revolving credit facility	341,000	599,600	564,700
Payments on revolving credit facility	(829,601)	(441,400)	(433,000)
Proceeds from issuance of senior notes	400,000	—	—
Deferred financing costs paid in connection with debt issuances	(6,216)	—	—
Payments on financing lease liabilities	(2,219)	—	—
Net cash used in financing activities	(258,753)	(71,180)	18,040
Net increase (decrease) in cash and cash equivalents	49	(1,302)	1,023
Cash and cash equivalents at the beginning of the period	4,243	5,545	4,522
Cash and cash equivalents at the end of the period	\$ 4,292	\$ 4,243	\$ 5,545
	Year Ended December 31,		
	2021	2020	2019
Supplemental disclosures of cash flow information:			
Cash paid during the period for:			
Interest	\$ 44,633	\$ 40,582	\$ 44,791
Income taxes	\$ 34	\$ 98	\$ 144
Non-cash investing activities:			
Increase in accrued capital expenditures and other	\$ 3,850	\$ 198	\$ 917
Equity issuance to Delek Holdings unitholders in connection with Permian Gathering Assets Acquisition	\$ —	\$ 109,513	\$ —
Non-cash financing activities:			
Sponsor contribution of property, plant and equipment	\$ —	\$ 2,938	\$ —
Non-cash lease liability arising from obtaining right of use assets during the period	\$ 9,457	\$ 32,090	\$ 1,285
Non-cash lease liability arising from recognition of right of use assets upon adoption of ASU 2016-02	\$ —	\$ —	\$ 2,654

Delek Logistics Partners, LP

Notes to Consolidated Financial Statements

1. General

Organization

As used in this report, the terms "Delek Logistics Partners, LP," the "Partnership," "we," "us," or "our" may refer to Delek Logistics Partners, LP, one or more of its consolidated subsidiaries or all of them taken as a whole.

The Partnership is a Delaware limited partnership formed in April 2012 by Delek US Holdings, Inc. ("Delek Holdings") and its subsidiary Delek Logistics GP, LLC, our general partner (our "general partner").

Effective August 13, 2020, the Partnership closed the transaction contemplated by a definitive exchange agreement with the general partner to eliminate all of the incentive distribution rights ("IDRs") held by the general partner and convert the 2.0% economic general partner interest into a non-economic general partner interest, all in exchange for 14.0 million newly issued common limited partner units and \$45.0 million in cash ("IDR Restructuring Transaction"). Contemporaneously, Delek Holdings purchased a 5.2% ownership interest in our general partner from certain affiliates, who were also members of our general partner's management and board of directors. See Note 4 of the accompanying consolidated financial statements for further information.

Effective May 1, 2020, the Partnership, through its wholly-owned subsidiary DKL Transportation, LLC, acquired Delek Trucking, LLC consisting of certain leased and owned tractors and trailers and related assets (the "Trucking Assets") from Delek Holdings, such transaction the "Trucking Assets Acquisition." See Note 3 of the accompanying consolidated financial statements for further information.

Effective March 31, 2020, the Partnership, through its wholly-owned subsidiary DKL Permian Gathering, LLC, acquired from Delek Holdings a crude oil gathering system located in Howard, Borden and Martin Counties, Texas (the "Permian Gathering Assets", formerly referred to as the "Big Spring Gathering Assets"), and certain related assets, such transaction the "Permian Gathering Assets Acquisition" (formerly referred to as the "Big Spring Gathering Assets Acquisition"). See Note 3 of the accompanying consolidated financial statements for further information.

Description of Business

The Partnership primarily owns and operates crude oil, intermediate and refined products logistics and marketing assets. We gather, transport, offload and store crude oil and intermediate products and market, distribute, transport and store refined products primarily in select regions of the southeastern United States and Texas for Delek Holdings and third parties. A substantial majority of our existing assets are both integral to and dependent upon the success of Delek Holdings' refining operations, as many of our assets are contracted exclusively to Delek Holdings in support of its Tyler, El Dorado and Big Spring refineries.

The Partnership is not a taxable entity for federal income tax purposes or the income taxes of those states that follow the federal income tax treatment of partnerships. Instead, for purposes of such income taxes, each partner of the Partnership is required to take into account its share of items of income, gain, loss and deduction in computing its federal and state income tax liabilities, regardless of whether cash distributions are made to such partner by the Partnership. The taxable income reportable to each partner takes into account differences between the tax basis and the fair market value of our assets and financial reporting bases of assets and liabilities, the acquisition price of the partner's units and the taxable income allocation requirements under the Partnership's Second Amended and Restated Agreement of Limited Partnership (the "Partnership Agreement").

2. Accounting Policies

Basis of Presentation

Our consolidated financial statements include the accounts of the Partnership and its subsidiaries. We have evaluated subsequent events through the filing of this Annual Report on Form 10-K. Any material subsequent events that occurred during this time have been properly recognized or disclosed in our financial statements.

The preparation of our financial statements in conformity with U.S. generally accepted accounting principles ("GAAP") and in accordance with the rules and regulations of the Securities and Exchange Commission (the "SEC") requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates. In the opinion of management, all adjustments necessary for a fair presentation of the financial position and the results of operations have been included. All intercompany accounts and transactions have been eliminated. Such intercompany transactions do not include those with Delek Holdings' or our general partner, which are presented as related party in these accompanying consolidated financial statements. All adjustments are of a normal, recurring nature.

Reclassifications

Certain immaterial reclassifications have been made to prior period presentation in order to conform to the current year presentation.

Risks and Uncertainties Arising from the COVID-19 Pandemic

The broader market environment was extremely challenging in 2020, and impacted worldwide demand for oil and gas and increased downward pressure on oil prices. U.S. economic activity continued on a recovery trend during the year ended December 31, 2021 albeit remaining subject to heightened levels of uncertainty related to the on-going impact of the COVID-19 Pandemic, and the spread of new variants of the virus. Most of the restrictions imposed in the prior year to prevent its spread have been eased. Compared to the prior year, the economic recovery trends in the year ended December 31, 2021, included a resumption of flights by major airlines and increased motor vehicle use. This has in turn resulted in increased demand and market prices for crude oil and certain of our products. Nonetheless, there remains continued uncertainty about the duration and future impact of the COVID-19 Pandemic. Uncertainties related to the impact of the COVID-19 Pandemic and other events exist that could impact our future results of operations and financial position, the nature of which and the extent to which are currently unknown.

Segment Reporting

We are an energy business focused on crude oil, intermediate and refined products pipeline and storage activities and wholesale marketing, terminalling and offloading activities. Management reviews operating results in three reportable segments: **(i)** pipelines and transportation; **(ii)** wholesale marketing and terminalling; and **(iii)** investments in pipeline joint ventures.

- The assets and investments reported in the pipeline and transportation segment provide crude oil gathering and crude oil, intermediate and refined products transportation and storage services to Delek Holdings' refining operations and independent third parties.
- The wholesale marketing and terminalling segment provides marketing services for the refined products output of the Delek Holdings' refineries, engages in wholesale activity at our terminals and terminals owned by third parties, whereby we purchase light product for sale and exchange to third parties, and provides terminalling services at our refined products terminals to independent third parties and Delek Holdings.
- The investments in pipeline joint ventures segment include the Partnership's joint ventures investments discussed in Note 14.

Decisions concerning the allocation of resources and assessment of operating performance are made based on this segmentation. Management measures the operating performance of each of its reportable segments based on the segment contribution margin. Segment contribution margin is defined as net revenues less cost of materials and other and operating expenses, excluding depreciation and amortization. Segment reporting is discussed in more detail in Note 15.

Cash and Cash Equivalents

We maintain cash and cash equivalents in accounts with large U.S. financial institutions. Any highly liquid investments purchased with an original maturity of three months or less are considered to be cash equivalents.

Accounts Receivable

Accounts receivable primarily consists of trade receivables generated in the ordinary course of business. We perform on-going credit evaluations of our customers and generally do not require collateral on accounts receivable. All accounts receivable amounts are considered to be fully collectible. Accordingly, no allowance for doubtful accounts has been established as of December 31, 2021 and 2020. One third-party customer accounted for approximately 47.4% and 49.9% of the consolidated accounts receivable balance as of December 31, 2021 and December 31, 2020, respectively.

Inventory

Inventory consists of refined products, which are stated at the lower of cost or net realizable value, with cost determined on a first-in, first-out ("FIFO") basis. Delek Holdings accounted for approximately 99.7% and 91.8% of our inventory purchases in our wholesale marketing and terminalling segment during the year ended December 31, 2021 and December 31, 2020, respectively.

Property, Plant and Equipment

Property, plant and equipment primarily consists of crude oil pipelines, tanks, terminals and gathering systems, and trucking assets. Property and equipment is stated at the lower of historical cost less accumulated depreciation, or fair value, if impaired. Assets acquired in conjunction with business acquisitions are recorded at estimated fair market value in accordance with the purchase method of accounting as prescribed in Accounting Standards Codification ("ASC") 805, *Business Combinations* ("ASC 805"). Acquisitions of net assets that do not constitute a business are accounted for by allocating the cost of the acquisition to individual assets acquired and liabilities assumed on a relative fair value basis and shall not give rise to goodwill as prescribed in ASC 805.

Betterments, renewals and extraordinary repairs that extend the life of an asset are capitalized. Maintenance and repairs are charged to expense as incurred.

Depreciation is computed using the straight-line method over management's estimated useful lives of the related assets. The estimated useful lives are as follows:

	Years
Buildings and building improvements	15-40
Pipelines, tanks and terminals	15-40
Asset retirement obligation assets	15-50
Other equipment	3-15

Intangible Assets

Intangible assets consist of indefinite-lived rights of way and a marketing contract intangible. The marketing contract intangible is amortized on a straight-line basis over a 20 year period as a component of net revenues from affiliates. Acquired intangible assets determined to have an indefinite useful life are not amortized, but are tested for impairment in connection with our evaluation of long-lived assets as events and circumstances indicate that the assets might be impaired.

Property, Plant and Equipment and Intangibles Impairment

Property, plant and equipment and intangibles are evaluated for impairment whenever indicators of impairment exist. In accordance with ASC 360, *Property, Plant and Equipment* and ASC 350, *Intangibles - Goodwill and Other*, we evaluate the realizability of these long-lived assets as events occur that might indicate potential impairment. In doing so, we assess whether the carrying amount of the asset is recoverable by estimating the sum of the future cash flows expected to result from the use of the asset, undiscounted and without interest charges. If the carrying amount is more than the recoverable amount, an impairment charge must be recognized based on the fair value of the asset.

Goodwill and Potential Impairment

Goodwill in an acquisition represents the excess of the aggregate purchase price over the fair value of the identifiable net assets. Goodwill is reviewed at least annually during the fourth quarter for impairment, or more frequently if indicators of impairment exist, such as disruptions in our business, unexpected significant declines in operating results or a sustained market capitalization decline. Goodwill is evaluated for impairment by comparing the carrying amount of the reporting unit to its estimated fair value. The Partnership adopted ASU 2017-04, *Goodwill and Other (Topic 350); Simplifying the Test for Goodwill Impairment*, during the fourth quarter of 2018. In accordance with this guidance, a goodwill impairment charge is recognized for the amount that the carrying amount of a reporting unit, including goodwill, exceeds its fair value, limited to the total amount of goodwill allocated to that reporting unit. In assessing the recoverability of goodwill, assumptions are made with respect to future business conditions and estimated expected future cash flows to determine the fair value of a reporting unit.

We elected to perform a qualitative assessment for purposes of our annual goodwill impairment test during the fourth quarter in 2020, 2019 and 2018. Our annual assessment of goodwill did not result in an impairment charge during the years ended December 31, 2021, 2020 or 2019. Details of goodwill balances by segment are included in Note 9.

Equity Method Investments

For equity investments that are not required to be consolidated under the variable or voting interest model, we evaluate the level of influence we are able to exercise over an entity's operations to determine whether to use the equity method of accounting. Our judgment regarding the level of influence over an equity method investment includes considering key factors such as our ownership interest, participation in policy-making and other significant decisions and material intercompany transactions. Equity investments for which we determine we have significant influence are accounted for as equity method investments. Amounts recognized for equity method investments are included in equity method investments in our consolidated balance sheets and adjusted for our share of the net earnings and losses of the investee, dividends received and cash distributions from the investee, which are separately stated in our consolidated statements of income and comprehensive income and our consolidated statements of cash flows. The carrying value of each equity method investment is evaluated for impairment when conditions exist that indicate it is more likely than not that an impairment may have occurred, which may include the loss of a key contract, lack of sustained earnings or a deterioration of market conditions, among others. When impairment triggers are present, the fair value of the equity method investment is estimated using the income approach and the market approach. The income approach utilizes a discounted cash flow model incorporating management's expectations of the investee's future revenue (including the throughput barrel per day sold and related reduced tariff rates), operating expenses and earnings before interest, taxes, depreciation and amortization, capital expenditures and an anticipated tax rate ("EBITDA"), the estimated long term growth rate and weighted average cost of capital ("WACC") as the discount rate. The market approach uses estimated EBITDA multiples for guideline comparable companies to estimate the fair value of the equity method investment. A impairment loss is recorded in earnings in the current period if a decline in the value of an equity method investment is determined to be other than temporary. We performed an impairment assessment on one of our equity method investments as of December 31, 2021 and the assessment did not result in an impairment loss. Equity method investments are reported as part of the investments in pipeline joint ventures segment. See Note 14 for further information on our equity method investments.

Fair Value of Financial Instruments

The fair values of financial instruments are estimated based upon current market conditions and quoted market prices for the same or similar instruments. Management estimates that the carrying value approximates fair value for all of our assets and liabilities that fall under the scope of ASC 825, *Financial Instruments* ("ASC 825").

Self-Insurance Reserves

We have no employees. Rather, we are managed by the directors and officers of our general partner. However, Delek Holdings employees providing services to the Partnership are covered under Delek Holdings' insurance programs. Delek Holdings has workers' compensation and liability insurance with varying retentions and deductibles with limits that management considers adequate.

Environmental Expenditures

It is our policy to accrue environmental and clean-up related costs of a non-capital nature when it is both probable that a liability has been incurred and the amount can be reasonably estimated. Environmental liabilities represent the current estimated costs to investigate and remediate contamination at sites where we have environmental exposure. This estimate is based on assessments of the extent of the contamination, the selected remediation technology and review of applicable environmental regulations, typically considering estimated activities and costs for 15 years, and up to 30 years if a longer period is believed reasonably necessary. Such estimates may require judgment with respect to costs, time frame and extent of required remedial and clean-up activities. Accruals for estimated costs from environmental remediation obligations generally are recognized no later than completion of the remedial feasibility study and include, but are not limited to, costs to perform remedial actions and costs of machinery and equipment that are dedicated to the remedial actions and that do not have an alternative use. Such accruals are adjusted as further information develops or circumstances change. We discount environmental liabilities to their present value if payments are fixed or reliably determinable. Expenditures for equipment necessary for environmental issues relating to ongoing operations are capitalized. Estimated recoveries of costs from other parties are recorded on an undiscounted basis as assets when their realization is deemed probable. See Note 17 for further information on crude oil releases impacting our properties and related accruals.

Asset Retirement Obligations

We recognize liabilities which represent the fair value of a legal obligation to perform asset retirement activities, including those that are conditional on a future event, when the amount can be reasonably estimated. These obligations are related to the required cleanout of our pipelines and terminal tanks and removal of certain above-grade portions of our pipelines situated on right-of-way property.

The reconciliation of the beginning and ending carrying amounts of asset retirement obligations as of December 31, 2021 and 2020 is as follows (in thousands):

	December 31,	
	2021	2020
Beginning balance	\$ 6,015	\$ 5,588
Accretion expense	461	427
Ending balance	\$ 6,476	\$ 6,015

In order to determine fair value, management must make certain estimates and assumptions including, among other things, projected cash flows, a credit-adjusted risk-free rate and an assessment of market conditions that could significantly impact the estimated fair value of the asset retirement obligation.

Revenue Recognition

Revenue is measured based on consideration specified in a contract with a customer. The Partnership recognizes revenue when it satisfies a performance obligation by transferring control over a product or by providing services to a customer.

Service, Product and Lease Revenues. Revenues for products sold are generally recognized upon delivery of product, which is when title and control of the product is transferred. Transaction prices for these products are typically at market rates for the product at the time of delivery. Service revenues are recognized as crude oil, intermediate and refined products are shipped through, delivered by or stored in our pipelines, trucks, terminals and storage facility assets, as applicable. We do not recognize product revenues for these services, as the product does not represent a promised good in the context of ASC 606, *Revenue from Contracts with Customers* ("ASC 606"). All service revenues are based on regulated tariff rates or contractual rates. Payment terms require customers to pay shortly after delivery and do not contain significant financing components.

Certain agreements for gathering, transportation, storage, terminalling, and offloading with Delek Holdings were considered operating leases under ASC 840, *Leases* ("ASC 840"). As part of the adoption of ASC 842, we applied the permitted practical expedient to not separate lease and non-lease components under the predominance principle to designated asset classes associated with the provision of logistics services. We have determined that the predominant component of the related agreements currently in effect is the lease component. Therefore, the combined component is accounted for under the applicable lease accounting guidance. Refer to Note 5 for further information.

Up-Front payments to Customers. We record up-front payments to customers in accordance with ASC 606. We evaluate the nature of each payment, the rights and obligations under the related contract, and whether the payment meets the definition of an asset. When an asset is recognized for an up-front payment to a customer, the asset is amortized, as a reduction of revenue, in a manner that reflects the pattern and period over which the asset is expected to provide benefit.

Revenues Related to Reimbursements. In addition to the agreements noted above, we have cost reimbursement provisions in certain of our agreements with Delek Holdings that provide for reimbursement to the Partnership for certain costs, including certain capital expenditures. Such reimbursements are recorded in other long-term liabilities and are amortized to revenue over the life of the underlying revenue agreement corresponding to the asset.

Cost of Materials and Other and Operating Expenses

Cost of materials and other includes (i) all costs of purchased refined products, additives and related transportation of such products, (ii) costs associated with the operation of our trucking assets, which primarily include allocated employee costs and other costs related to fuel, truck leases and repairs and maintenance, (iii) the cost of pipeline capacity leased from a third-party, and (iv) gains and losses related to our commodity hedging activities.

Operating expenses include the costs associated with the operation of owned terminals and pipelines and terminalling expense at third-party locations, excluding depreciation and amortization. These costs primarily include outside services, allocated employee costs, repairs and maintenance costs and energy and utility costs. Operating expenses related to the wholesale business are excluded from cost of sales because they primarily relate to costs associated with selling the products through our wholesale business.

Depreciation and amortization is separately presented in our consolidated statement of income and disclosed by reportable segment in Note 15.

Deferred Financing Costs

Deferred financing costs are included in other non-current assets in the accompanying consolidated balance sheets and represent expenses related to issuing and amending our revolving credit facility. Deferred financing costs associated with our 6.750% and 7.125% Senior Notes are included as a reduction to the associated debt balance in the accompanying consolidated balance sheets. These costs represent expenses related to issuing the senior notes. These amounts are amortized ratably over the remaining term of the respective financing and are included in interest expense in the accompanying consolidated statements of income and comprehensive income.

Leases

In accordance with ASC 842-20, *Leases - Lessee* ("ASC 842-20"), we classify leases with contractual terms longer than twelve months as either operating or finance. Finance leases are generally those leases that are highly specialized or allow us to substantially utilize or pay for the entire asset over its useful life. All other leases are classified as operating leases.

We lease primarily transportation equipment. Our leases do not have any outstanding renewal options. Certain leases also include options to purchase the leased equipment. Certain of our lease agreements include rates based on equipment usage. Our lease agreements do not contain any material residual value guarantees or material restrictive covenants.

For all leases that include fixed rental rate increases, these are included in our fixed lease payments. Our leases may include variable payments, based on changes on price or other indices, that are expensed as incurred.

We calculate the total lease expense for the entire noncancelable lease period, considering renewals for all periods for which it is reasonably certain to be exercised, and record lease expense on a straight-line basis in the accompanying consolidated statements of income. Accordingly, a lease liability is recognized for these leases and is calculated to be the present value of the fixed lease payments, as defined by ASC 842-20, using a discount rate based on our incremental borrowing rate. A corresponding right-of-use asset is recognized based on the lease liability and adjusted for certain costs and prepayments.

Income Taxes

We are not a taxable entity for federal income tax purposes or the income taxes of those states that follow the federal income tax treatment of partnerships. Instead, for purposes of these income taxes, each partner of the Partnership is required to take into account its share of items of income, gain, loss and deduction in computing its federal and state income tax liabilities, regardless of whether cash distributions are made to such partner by the Partnership. The taxable income reportable to each partner takes into account differences between the tax basis and fair market value of our assets and financial reporting bases of assets and liabilities, the acquisition price of such partner's units and the taxable income allocation requirements under the Partnership's Second Amended and Restated Agreement of Limited Partnership, as amended (the "Partnership Agreement").

We are subject to income taxes in certain states that do not follow the federal tax treatment of partnerships. These taxes are accounted for under the provisions of ASC 740, *Income Taxes* ("ASC 740"). This statement generally requires the Partnership to record deferred income taxes for the differences between the book and tax bases of its assets and liabilities, which are measured using enacted tax rates and laws that

will be in effect when the differences are expected to reverse. Deferred income tax expense or benefit represents the net change during the year in our deferred income tax assets and liabilities, exclusive of the amounts held in other comprehensive income.

U.S. GAAP requires management to evaluate uncertain tax positions taken by the Partnership. The financial statement effects of a tax position are recognized when the position is more likely than not, based on the technical merits, to be sustained upon examination by the Internal Revenue Service. Management has analyzed the tax positions taken by the Partnership, and has concluded that there are no uncertain positions taken or expected to be taken. The Partnership is subject to routine audits by taxing jurisdictions.

Equity Based Compensation

Our general partner provides equity-based compensation to officers, directors and employees of our general partner or its affiliates, and certain consultants, affiliates of our general partner or other individuals who perform services for us, which may include unit options, restricted units, phantom units, unit appreciation rights, distribution equivalent rights, other unit-based awards and unit awards. The fair value of our phantom units is determined based on the closing market price of our common units on the grant date. The estimated fair value of our phantom units is amortized over the vesting period using the straight line method. Awards vest over one- to five-year service periods, unless such awards are amended in accordance with the 2012 Long-Term Incentive Plan (the "LTIP") (see Note 13). It is our practice to issue new units when phantom units vest.

Net Income per Limited Partner Unit

Basic net income per unit applicable to limited partners is computed by dividing limited partners' interest in net income by the weighted-average number of outstanding common units. Prior to August 13, 2020, we had more than one class of participating securities and used the two class method to calculate the net income per unit applicable to the limited partners. The classes of participating units prior to August 13, 2020 consisted of limited partner units, general partner units and IDRs. Pursuant to the IDR Restructuring Transaction, the IDRs were eliminated and the 2.0% general partner economic interest was converted to a non-economic general partner interest. Effective August 13, 2020, the common limited partner units are the only participating security for cash distributions. Refer to Notes 6 and 12 for further discussion.

Diluted net income per unit applicable to common limited partners includes the effects of potentially dilutive units on our common units. As of December 31, 2021, the only potentially dilutive units outstanding consist of unvested phantom units.

Comprehensive Income

Comprehensive income for the years ended December 31, 2021, 2020 and 2019 was equivalent to net income.

Sales, Use and Excise Taxes

The Partnership's policy is to exclude from revenue all taxes assessed by a governmental authority, including sales, use and excise taxes, that are both imposed on and concurrent with a specific revenue-producing transaction and collected on behalf of a customer.

New Accounting Pronouncements Adopted During 2021

ASU 2020-01, Investments—Equity Securities (Topic 321), Investments—Equity Method and Joint Ventures (Topic 323), and Derivatives and Hedging (Topic 815)—Clarifying the Interactions between Topic 321, Topic 323, and Topic 815

In January 2020, the Financial Accounting Standards Board (the "FASB") issued Accounting Standards Codification ("ASU") 2020-01 which is intended to clarify interactions between the guidance to account for certain equity securities under Topics 321, 323 and 815, and improve current GAAP by reducing diversity in practice and increasing comparability of accounting. The pronouncement is effective for fiscal years and interim periods within those fiscal years beginning after December 15, 2020, and early adoption is permitted. We adopted this guidance prospectively on January 1, 2021. The adoption of this guidance did not have a material impact on our business, financial condition or results of operations.

New Accounting Pronouncements Not Yet Adopted

ASU No. 2021-05, Leases (Topic 842): Lessors—Certain Leases with Variable Lease Payments

In July 2021, the FASB issued an amendment which is intended to provide lease classification guidance for Lessors on how to classify and account for a lease with variable lease payments that do not depend on a reference index or a rate. The amendments are effective for fiscal years beginning after December 15, 2021, for all entities, and interim periods within those fiscal years for public business entities. The Partnership is evaluating the impact of this guidance but does not believe this new guidance will have a material impact on its consolidated financial statements and related disclosures.

ASU 2020-04, Facilitation of the Effects of Reference Rate Reform on Financial Reporting (Topic 848)

In March 2020, the FASB issued an amendment which is intended to provide temporary optional expedients and exceptions to GAAP guidance on contracts, hedge accounting and other transactions affected by the market transition from the London Interbank Offered Rate ("LIBOR") and

other interbank rates. This guidance is effective for all entities any time beginning on March 12, 2020 through December 31, 2022 and may be applied from the beginning of an interim period that includes the issuance date of the ASU. The Partnership is evaluating the impact of this guidance but does not currently expect that adopting this new guidance will have a material impact on its consolidated financial statements and related disclosures.

3. Acquisitions

Trucking Assets Acquisition

Effective May 1, 2020, the Partnership, through its wholly-owned subsidiary DKL Transportation, LLC, acquired Delek Trucking, LLC consisting of certain leased and owned tractors and trailers and related assets from Delek Holdings. The total consideration was approximately \$48.0 million in cash. We financed this acquisition with a combination of cash on hand and borrowings under the DKL Credit Facility (as defined in Note 7).

The Trucking Assets are recorded in our pipelines and transportation segment and include approximately 150 trucks and trailers, which are primarily leased or owned, respectively.

In connection with the closing of the transaction, Delek Holdings, the Partnership and various of their respective subsidiaries entered into a Transportation Services Agreement (the "Trucking Assets TSA Agreement"). Under the Trucking Assets TSA Agreement, the Partnership will gather, coordinate pickup of, transport and deliver petroleum products for Delek Holdings, as well as provide ancillary services as requested. The transaction and related agreements were approved by the Conflicts Committee of the Partnership's general partner, which is comprised solely of independent directors. See Note 3 for more detailed descriptions of these agreements.

The Trucking Assets Acquisition was considered a transaction between entities under common control. Accordingly, the Trucking Assets were recorded at amounts based on Delek Holdings' historical carrying value as of the acquisition date. The carrying value of the Trucking Assets as of the acquisition date was \$13.3 million, consisting of \$0.5 million of owned assets and \$12.8 million Right of Use asset for leased assets. The Right of Use asset offsets with an equivalent operating lease liability. Prior periods have not been recast as these assets do not constitute a business in accordance with Accounting Standard Update 2017-01, *Clarifying the Definition of a Business* ("ASU 2017-01"). We capitalized approximately \$0.3 million of acquisition costs related to the Trucking Assets Acquisition.

Permian Gathering Assets Acquisition

Effective March 31, 2020, the Partnership, through its wholly-owned subsidiary DKL Permian Gathering, LLC, acquired the Permian Gathering Assets from Delek Holdings, located in Howard, Borden and Martin Counties, Texas. The total consideration was subject to certain post-closing adjustments and was comprised of \$100.0 million in cash and 5.0 million of our common limited partner units (the "Additional Units"). We financed the cash component of this acquisition with borrowings from the DKL Credit Facility.

The Permian Gathering Assets are recorded in our pipelines and transportation segment and include:

- Crude oil pipelines;
- Approximately 200 miles of gathering systems;
- Approximately 65 Tank battery connections;
- Terminals (total storage of approximately 650,000 bbls); and
- Applicable rights-of-way.

In connection with the closing of the transaction, Delek Holdings, the Partnership and various of their respective subsidiaries entered into a Throughput and Deficiency Agreement (the "Big Spring T&D Agreement"). Under the Big Spring T&D Agreement, the Partnership will operate and maintain the Permian Gathering Assets connecting Delek Holdings' interests in and to certain crude oil with the Partnership's Big Spring, Texas terminal and provide gathering, transportation and other related services with respect to any and all crude produced from shipper's and certain other producers' respective interests for delivery at the Big Spring Terminal. The transaction and related agreements were approved by the Conflicts Committee of the Partnership's general partner, which is comprised solely of independent directors. See Note 3 for more detailed descriptions of these agreements.

The Permian Gathering Assets Acquisition was considered a transaction between entities under common control. Accordingly, the Permian Gathering Assets were recorded at amounts based on Delek Holdings' historical carrying value as of the acquisition date. The carrying value of the Permian Gathering Assets as of the acquisition date was \$209.5 million. Pursuant to the common control guidance, the 5.0 million units issued (which had a closing market price of \$9.10 per unit on the transaction date) were recorded in equity at \$109.5 million, representing the net carrying value of the Permian Gathering Assets purchased of \$209.5 million less the \$100.0 million cash consideration. Prior periods have not been recast as these assets do not constitute a business in accordance with ASU 2017-01. We capitalized approximately \$0.7 million of acquisition costs related to the Permian Gathering Assets Acquisition.

4. Related Party Transactions

Commercial Agreements

The Partnership has a number of long-term, fee-based commercial agreements with Delek Holdings under which we provide various services, including crude oil gathering and crude oil, intermediate and refined products transportation and storage services, and marketing, terminalling and offloading services to Delek Holdings. Most of these agreements have an initial term ranging from five to ten years, which may be extended for various renewal terms at the option of Delek Holdings. In November 2017, Delek Holdings opted to renew certain of these agreements for subsequent five-year terms expiring in November 2022. In the case of our marketing agreement with Delek Holdings with respect to the Tyler Refinery, the initial term was extended through 2026. Effective fourth quarter of 2018, the term of certain of our agreements with Delek Holdings were further extended pursuant to the requirements of the amended and restated DKL Credit Facility (as defined in Note 11). The fees under each agreement are payable to us monthly by Delek Holdings or certain third parties to whom Delek Holdings has assigned certain of its rights and are generally subject to increase or decrease on July 1 of each year, by the amount of any change in various inflation-based indices, including the Federal Energy Regulatory Commission (the "FERC") oil pipeline index or various iterations of the consumer price index ("CPI") and the producer price index ("PPI"); provided, however, that in no event will the fees be adjusted below the amount initially set forth in the applicable agreement. In most circumstances, if Delek Holdings or the applicable third party assignee fails to meet or exceed the minimum volume or throughput commitment during any calendar quarter, Delek Holdings, and not any third party assignee, will be required to make a quarterly shortfall payment to us equal to the volume of the shortfall multiplied by the applicable fee, subject to certain exceptions as specified in the applicable agreement. Carry-over of any volumes or revenue in excess of such commitment to any subsequent quarter is not permitted.

Under each of these agreements, we are required to maintain the capabilities of our pipelines and terminals, such that Delek Holdings may throughput and/or store, as the case may be, specified volumes of crude oil, intermediate and refined products. To the extent that Delek Holdings is prevented by our failure to maintain such capacities to throughput or from storing such specified volumes for more than 30 days per year, Delek Holdings' minimum throughput commitment will be reduced proportionately and prorated for the portion of the quarter during which the specified throughput capacity was unavailable, and/or the storage fee will be reduced, prorated for the portion of the month during which the specified storage capacity was unavailable. Such reduction would occur even if actual throughput or storage amounts were below the minimum volume commitment levels.

Material commercial agreements with Delek Holdings:

Asset/Operation	Initiation Date	Initial/Maximum Term (years) ⁽¹⁾	Service	Minimum Throughput Commitment (bpd)	Fee (/bbl)
El Dorado Assets and El Dorado Gathering System ⁽²⁾:					
Crude Oil Pipelines (non-gathered)	November 2012	5 / 15	Crude oil and refined products transportation	46,000 ⁽³⁾	\$1.05 ⁽⁴⁾
Refined Products Pipelines	November 2012	5 / 15		40,000	\$0.12
El Dorado Gathering System	November 2012	5 / 15	Crude oil gathering	14,000	\$2.82 ⁽⁴⁾
East Texas Crude Logistics System ⁽²⁾:					
Crude Oil Pipelines	November 2012	5 / 15	Crude oil transportation and storage	35,000	\$0.49 ⁽⁵⁾
Storage	November 2012	5 / 15		N/A	\$308,091/month
East Texas Marketing	November 2012	10 ⁽⁶⁾	Marketing products for Tyler Refinery	50,000	\$0.84 ⁽⁶⁾
Big Sandy Terminal: ⁽²⁾					
Refined Products Transportation	November 2012	5 / 15	Refined products transportation, dedicated terminalling services and storage for the Tyler Refinery	5,000	\$0.61
Terminalling	November 2012	5 / 15		5,000	\$0.61
Storage	November 2012	5 / 15		N/A	\$61,563/month
Tyler Throughput and Tankage ⁽²⁾:					
Refined Products Throughput	July 2013	8 / 16	Dedicated Terminalling and storage	50,000	\$0.39

Storage	July 2013	8 / 16		N/A	\$934,013/month
Memphis Pipeline	June 1, 2018	5	Refined Products Transportation	11,000	\$1.27
El Dorado Throughput and Tankage ⁽²⁾ :					
Refined Products Throughput	February 2014	8 / 16	Dedicated terminalling and storage	11,000	\$0.56
Storage	February 2014	8 / 16		N/A	\$1,462,099/month
El Dorado Assets Throughput:					
Light Crude Throughput	March 2015	9 / 15	Dedicated Offloading Services	N/A ⁽⁷⁾	\$1.13
Heavy Crude Throughput	March 2015	9 / 15	Dedicated Offloading Services	N/A ⁽⁷⁾	\$2.53
Pipelines, Storage and Throughput Facilities Agreement (Big Spring Logistics Assets):					
Crude Oil and Refined Products Throughput	March 1, 2018	10 / 15	Pipeline throughput	104,300	\$0.05
Rail Offloading	March 1, 2018	10 / 15	Offloading services	4,500	\$0.43
Terminalling	March 1, 2018	10 / 15	Dedicated Terminalling	29,250	\$0.71
Storage	March 1, 2018	10 / 15	Storage	N/A	\$1,473,508/month
Asphalt Services Agreement (Big Spring Logistics Assets):					
Terminalling	March 1, 2018	10 / 15	Dedicated Asphalt Terminalling and Storage	1,020 to 2,380 based on seasonality	\$8.90
Storage	March 1, 2018	10 / 15		N/A	\$489,326/month
Marketing Agreement (Big Spring Logistics Assets):					
Marketing Services	March 1, 2018	10 / 15	Dedicated Marketing and Selling	65,000	\$0.54 - \$0.76
Throughput and Deficiency Agreement (Permian Gathering Assets)					
Gathering System	March 31, 2020	10 / 20	Gathering and Transportation Services	123,100	\$0.70
Re-delivery System	March 30, 2020	10 / 20		50,000	\$0.25
Pipelines, Throughput and Offloading Facilities Agreement (Big Spring Logistics Assets)					
Fintex / Magellen Pipeline	April 1, 2020	2 / 10	Refined Products	20,000	\$0.63
Crude Oil Offloading	January 1, 2020	2 / 10	Crude Oil Offloading	15,120	\$0.94
Storage	April 1, 2020	2 / 10	Storage	N/A	\$250,560/month
LPG Rack	January 1, 2020	2 / 10	Truck Unloading Facility	4,500	\$5.22
Transportation Services Agreement					
Trucking Services	May 1, 2020	10 / 14	Transportation Services	N/A	\$39,000,000/Minimum Annual Revenue Commitment

(1) Maximum term gives effect to the extension of the commercial agreement pursuant to the terms thereof.

(2) The current term of the agreement was extended through March 31, 2024 in connection with the amendment and restatement of the DKL Credit Facility (as defined in Note 11). While the current terms of the agreement were extended, the upcoming renewal terms were reduced. Therefore, the overall duration of the maximum term remains unchanged.

(3) Excludes volumes gathered on the El Dorado Gathering System (the "El Dorado Gathering System").

(4) Volumes gathered on the El Dorado Gathering System will not be subject to an additional fee for transportation on our El Dorado Assets (the "El Dorado Assets") to the El Dorado Refinery.

(5) For any volumes in excess of 50,000 bpd, the throughput fee will be \$0.74/bbl.

(6) For any volumes in excess of 50,000 bpd, the throughput fee will be \$0.78/bbl. Following the primary term, the marketing agreement automatically renews for a successive one-year term, unless either party provides notice of non-renewal 10 months prior to the expiration of the then-current term. The initial primary term for the marketing agreement has been extended through 2027.

(7) The throughput agreement provides for a minimum throughput fee of \$1.6 million per quarter for throughput of a combination of light and heavy crude.



Pursuant to financing arrangements between Delek Holdings and its subsidiaries, Lion Oil Company, LLC, Lion Oil Trading & Transportation, LLC and Alon USA LP, (all hereinafter referred to together as "Delek Holdings"), to which we are not a party, and J. Aron & Company ("J. Aron"), Delek Holdings assigned to J. Aron certain of its rights under our specific terminalling agreements, pipelines, storage and throughput facilities agreements, and asphalt services agreements. Accordingly, even though this is effectively a financing arrangement for Delek Holdings whereby J. Aron sells the product back to Delek Holdings, J. Aron is technically our primary customer under each of these agreements. J. Aron retains these storage and transportation rights for the term of the financing arrangement, which currently runs through December 30, 2022, with J. Aron having the sole discretion to further extend to May 30, 2025, by giving at least six months prior notice to the maturity date. J. Aron pays us for the transportation, throughput and storage services we provide to it. The rights assigned to J. Aron do not alter the obligations of Delek Holding to meet certain throughput minimum volumes under our agreements with respect to the transportation, gathering and storage of crude oil, intermediate and refined products through our facilities, but J. Aron's throughput is credited toward minimum throughput commitments of Delek Holdings. Accordingly, Delek Holdings is responsible for making any shortfall payments incurred under the pipelines and storage agreement or the terminalling agreement which may result from minimum throughputs or volumes not being met.

Other Agreements with Delek Holdings

In addition to the commercial agreements described above, the Partnership has entered into the following agreements with Delek Holdings:

Omnibus Agreement

The Partnership entered into an omnibus agreement with Delek Holdings, our general partner, Delek Logistics Operating, LLC, Lion Oil Company, LLC and certain of the Partnership's and Delek Holdings' other subsidiaries on November 7, 2012, which has been amended from time to time in connection with acquisitions from Delek Holdings (collectively, as amended, the "Omnibus Agreement"). The Omnibus Agreement governs the provision of certain operational services and reimbursement obligations, among other matters, between the Partnership and Delek Holdings, and obligates us to pay an annual fee of \$4.6 million to Delek Holdings for its provision of centralized corporate services to the Partnership.

Pursuant to the terms of the Omnibus Agreement, we were reimbursed by Delek Holdings for certain capital expenditures of a nominal amount, \$0.6 million and \$3.7 million during the years ended December 31, 2021, 2020 and 2019, respectively. These amounts are recorded in other long-term liabilities and are amortized to revenue over the life of the underlying revenue agreement corresponding to the asset. Additionally, we are reimbursed or indemnified, as the case may be, for costs incurred in excess of certain amounts related to certain asset failures, pursuant to the terms of the Omnibus Agreement. As of December 31, 2021 and 2020, we have recorded a nominal receivable from related parties for these matters for which we expect to be reimbursed. These reimbursements are recorded as reductions to operating expenses. We were reimbursed a nominal amount, \$0.1 million and \$6.3 million for these matters during the year ended December 31, 2021, 2020 and 2019, respectively.

Other Agreements

Our general partner operates our business on our behalf and is entitled under our Partnership Agreement to be reimbursed for the cost of providing those services, which include certain labor related costs. We and our subsidiaries paid Delek Holdings approximately \$21.8 million, \$29.4 million and \$25.0 million pursuant to the Partnership Agreement during the years ended December 31, 2021, 2020 and 2019, respectively. These amounts are included in operating expenses in the accompanying consolidated statements of income and comprehensive income.

Other Transactions

The Partnership manages long-term capital projects on behalf of Delek Holdings pursuant to a construction management and operating agreement (the "DPG Management Agreement") for the construction of gathering systems in the Permian Basin. The majority of the gathering systems have been constructed, however, additional costs pertaining to a pipeline connection that was not acquired by the Partnership continue to be incurred and are still subject to the terms of the DPG Management Agreement. The Partnership is also considered the operator for the project and is responsible for oversight of the project design, procurement and construction of project segments and provides other related services. Pursuant to the terms of the DPG Management Agreement, the Partnership receives a monthly operating services fee and a construction services fee, which includes the Partnership's direct costs of managing the project plus an additional percentage fee of the construction costs of each project segment. The agreement extends through December 2022. Total fees paid to the Partnership were \$1.6 million and \$2.0 million for the years ended December 31, 2021 and 2020, respectively, which are recorded in affiliate revenue in our consolidated statements of income. Additionally, the Partnership incurs the costs in connection with the construction of the assets and is subsequently reimbursed by Delek Holdings. Amounts reimbursable by Delek Holdings are recorded in accounts receivable from related parties.

Unregistered Sale of Equity Securities

In connection with the Partnership's issuance of the common limited partner units under the Permian Gathering Assets Acquisition and in accordance with the Partnership's First Amended and Restated Agreement of Limited Partnership, as amended (the "Previous Partnership Agreement"), the Partnership issued general partner units to the general partner in an amount necessary to maintain its 2% general partner interest as defined in the Previous Partnership Agreement. The sale and issuance of the Additional Units and such general partner units in

connection with the Permian Gathering Assets Acquisition is exempt from registration under Section 4(a)(2) of the Securities Act of 1933, as amended.

Additionally, in March 2020, Delek Marketing & Supply, LLC ("Delek Marketing") repurchased 451,822 common limited partner units from an unaffiliated investor pursuant to a Common Unit Purchase Agreement between Delek Marketing and such investor. The purchase price of the units amounted to approximately \$5.0 million. As a result of the transaction, Delek Holdings' ownership in our common limited partner units increased to 64.5% from 62.6%. Delek Holdings' ownership in our common limited partner units was further increased to 70.5% as a result of the issuance of 5.0 million Additional Units in connection with the Permian Gathering Assets Acquisition described above.

In August 2020, Delek Holdings ownership in our common limited partner units was further increased to approximately 80% in connection with the IDR Restructuring Transaction, when the Partnership issued 14.0 million of the Partnership's newly issued common limited partner units to Delek Holdings.

On December 22, 2021, Delek Holdings issued a press release regarding a program to sell up to 434,590 common limited partner units representing limited partner interests in the Partnership. We will not sell any securities under this program and we will not receive any proceeds from the sale of the securities by Delek Holdings.

Amendment No. 2 to the First Amended and Restated Agreement of Limited Partnership of Delek Logistics Partners, LP

On March 31, 2020, in connection with the completion of the Permian Gathering Assets Acquisition, the Board of the general partner adopted Amendment No. 2 ("Amendment No. 2") to the Previous Partnership Agreement, effective upon adoption. Amendment No. 2 amended the Previous Partnership Agreement to provide for a waiver of distributions in respect of the Incentive Distribution Rights ("IDRs") for General Partner Additional Units ("GP Additional Units") associated with the 5.0 million Additional Units for at least two years, through at least the distribution for the quarter ending March 31, 2022 (the "IDR Waiver"). The IDR Waiver essentially reduced the distribution made to the holders of the IDRs during this period, as the holders would not receive a share of the distribution made on the GP Additional Units. Subsequently, the IDRs were eliminated in the IDR Restructuring Transaction on August 13, 2020.

Conversion of GP Economic Interest and Elimination of IDRs

On August 13, 2020, we closed the transaction contemplated by a definitive exchange agreement with Delek Holdings to eliminate all of the IDRs held by the general partner and convert the 2% general partner economic interest into a non-economic general partner interest, all in exchange for 14.0 million of the Partnership's newly issued common limited partner units and \$45.0 million cash. Contemporaneously, Delek Holdings purchased a 5.2% ownership interest in our general partner from certain affiliates who were also members of our general partner's management and board of directors. As a result of the transaction, Delek Holdings owned 100% interest in the general partner and approximately 34.7 million common limited partner units, representing approximately 80% of the Partnership's outstanding common limited partner units. To implement the transaction, our Partnership Agreement was amended and restated.

Summary of Transactions

Revenues from affiliates consist primarily of revenues from gathering, transportation, storage, offloading, Renewable Identification Numbers, wholesale marketing and products terminalling services provided primarily to Delek Holdings based on regulated tariff rates or contractually based fees and product sales. Affiliate operating expenses are primarily comprised of amounts we reimburse Delek Holdings, or our general partner, as the case may be, for the services provided to us under the Partnership Agreement. These expenses could also include reimbursement and indemnification amounts from Delek Holdings, as provided under the Omnibus Agreement. Additionally, the Partnership is required to reimburse Delek Holdings for direct or allocated costs and expenses incurred by Delek Holdings on behalf of the Partnership and for charges Delek Holdings incurred for the management and operation of our logistics assets, including an annual fee for various centralized corporate services, which are included in general and administrative expenses. In addition to these transactions, we purchase refined products and bulk biofuels from Delek Holdings, the costs of which are included in cost of materials and other.

A summary of revenue, purchases from affiliates and expense transactions with Delek Holdings and its affiliates are as follows (in thousands):

	Year Ended December 31,		
	2021	2020	2019
Revenues	\$ 418,826	\$ 382,666	\$ 261,014
Purchases from Affiliates	\$ 321,939	\$ 205,581	\$ 285,539
Operating and maintenance expenses	\$ 40,854	\$ 43,985	\$ 49,904
General and administrative expenses	\$ 9,330	\$ 12,557	\$ 7,977

Quarterly Cash Distribution

Prior to August 13, 2020, our common and general partner unitholders and the holders of IDRs were entitled to receive quarterly distributions of available cash as it was determined by the board of directors of our general partner in accordance with the terms and provisions of our Partnership Agreement. Pursuant to the IDR Restructuring Transaction on August 13, 2020, the general partner will no longer receive any cash

distributions. During the years ended December 31, 2021, 2020 and 2019, we paid quarterly cash distributions of \$161.6 million, \$136.8 million and \$113.7 million, respectively, of which \$129.3 million, \$105.3 million and \$83.0 million, respectively, were paid to Delek Holdings and our general partner. On January 21, 2022, the board of directors of our general partner declared a quarterly cash distribution totaling \$42.4 million based on the available cash as of the date of determination for the end of the fourth quarter of 2021. The distribution was paid on February 8, 2022 to unitholders of record on February 1, 2022, of which \$33.8 million was paid to Delek Holdings.

5. Revenues

We generate revenue by charging fees for gathering, transporting, offloading and storing crude oil; for storing intermediate products and feed stocks; for distributing, transporting and storing refined products; for marketing refined products output of Delek Holdings' Tyler and Big Spring refineries; and for wholesale marketing in the West Texas area. A significant portion of our revenue is derived from long-term commercial agreements with Delek Holdings, which provide for annual fee adjustments for increases or decreases in the CPI, PPI or the FERC index (refer to Note 4 for a more detailed description of these agreements). In addition to the services we provide to Delek Holdings, we also generate substantial revenue from crude oil, intermediate and refined products transportation services for, and terminalling and marketing services to, third parties primarily in Texas, New Mexico, Tennessee and Arkansas. Certain of these services are provided pursuant to contractual agreements with third parties. Payment terms require customers to pay shortly after delivery and do not contain significant financing components. Delek Holdings, directly or indirectly, accounted for 59.8%, 67.4% and 44.8% of our total revenues for the years ended December 31, 2021, 2020 and 2019, respectively. Sunoco, LLC accounted for 5.2%, 5.6% and 14.5% of our total revenues for the years ended December 31, 2021, 2020 and 2019, respectively.

The majority of our commercial agreements with Delek Holdings meet the definition of a lease because: (1) performance of the contracts is dependent on specified property, plant or equipment and (2) it is remote that one or more parties other than Delek Holdings will take more than a minor amount of the output associated with the specified property, plant or equipment. As part of our adoption of ASC 842, *Leases* ("ASC 842"), we applied the permitted practical expedient to not separate lease and non-lease components under the predominance principle to designated asset classes associated with the provision of logistics services. We have determined that the predominant component of the related agreements currently in effect is the lease component. Therefore, the combined component is accounted for under the applicable lease accounting guidance. Of our \$449.4 million net property, plant, and equipment balance as of December 31, 2021, \$433.1 million is subject to operating leases under our commercial agreements. These agreements do not include options for the lessee to purchase our leased assets, nor do they include any material residual value guarantees or material restrictive covenants.

The following table represents a disaggregation of revenue for the pipeline and transportation and wholesale marketing and terminalling segments for the periods indicated (in thousands):

	Year Ended December 31, 2021		
	Pipelines and Transportation	Wholesale Marketing and Terminalling	Consolidated
Service Revenue - Third Party	\$ 16,612	\$ 490	\$ 17,102
Service Revenue - Affiliate	13,723	34,033	47,756
Product Revenue - Third Party	—	264,974	264,974
Product Revenue - Affiliate	—	76,074	76,074
Lease Revenue - Affiliate ⁽¹⁾	257,310	37,686	294,996
Total Revenue	\$ 287,645	\$ 413,257	\$ 700,902

(1) Net of \$7.2 million of amortization expense for the year ended December 31, 2021, related to a customer contract intangible asset recorded in the wholesale marketing and terminalling segment.

	Year Ended December 31, 2020		
	Pipelines and Transportation	Wholesale Marketing and Terminalling	Consolidated
Service Revenue - Third Party	\$ 17,596	\$ 634	\$ 18,230
Service Revenue - Affiliate	17,768	33,632	51,400
Product Revenue - Third Party	—	162,522	162,522
Product Revenue - Affiliate	—	71,178	71,178
Lease Revenue - Affiliate ⁽¹⁾	216,105	43,983	260,088
Total Revenue	\$ 251,469	\$ 311,949	\$ 563,418

(1) Net of \$7.2 million of amortization expense for the year ended December 31, 2020, related to a customer contract intangible asset recorded in the wholesale marketing and terminalling segment.

As of December 31, 2021, we expect to recognize approximately \$1.5 billion in lease revenues related to our unfulfilled performance obligations pertaining to the minimum volume commitments and capacity utilization under the non-cancelable terms of our commercial agreements with Delek Holdings. Most of these agreements have an initial term ranging from five to ten years, which may be extended for various renewal terms. We disclose information about remaining performance obligations that have original expected durations of greater than one year.

Our unfulfilled performance obligations as of December 31, 2021 were as follows (in thousands):

2022	\$ 273,843
2023	267,894
2024	191,632
2025	168,266
2026 and thereafter	572,441
Total expected revenue on remaining performance obligations	\$ 1,474,076

6. Net Income Per Unit

Basic net income per unit applicable to limited partners is computed by dividing limited partners' interest in net income by the weighted-average number of outstanding common units. Prior to August 13, 2020, we had more than one class of participating securities and used the two class method to calculate the net income per unit applicable to the limited partners. The classes of participating units prior to August 13, 2020 consisted of limited partner units, general partner units and IDRs. Pursuant to the IDR Restructuring Transaction, the IDRs were eliminated and the 2% general partner economic interest was converted to a non-economic general partner interest. Effective August 13, 2020, the common limited partner units are the only participating security for cash distributions. Refer to Note 12 - Equity for a discussion of the elimination of the IDRs and conversion of the 2% general partner economic interest effective August 13, 2020.

The two-class method was based on the weighted-average number of common units outstanding during the period. Basic net income per unit applicable to limited partners was computed by dividing limited partners' interest in net income, after deducting our general partner's 2% interest and IDRs, by the weighted-average number of outstanding common units. Our net income was allocated to our general partner and limited partners in accordance with their respective partnership percentages after giving effect to priority income allocations for IDRs, which are held by our general partner pursuant to our Partnership Agreement. Earnings in excess of distributions were allocated to our general partner and limited partners based on their respective ownership interests. The IDRs were paid following the close of each quarter.

As discussed in Note 4 - Related Party Transactions, pursuant to Amendment No. 2 to the Partnership Agreement, an agreement was reached for a waiver of distributions in respect of the IDRs for the GP Additional Units associated with the 5.0 million Additional Units issued in connection with the Permian Gathering Assets Acquisition for at least two years, through at least the distribution for the quarter ending March 31, 2022. The IDR Waiver essentially reduced the distribution made to the holders of the IDRs during this period, as the holders would not receive a share of the distribution made on the GP Additional Units. An additional waiver letter was signed that waived all of the distributions for the first quarter of 2021 on the Additional Units with respect to base distributions and the IDRs. Refer to Note 4 for additional details. Subsequently, the IDRs were eliminated in the IDR Restructuring Transaction on August 13, 2020.

Diluted net income per unit applicable to common limited partners includes the effects of potentially dilutive units on our common units. As of December 31, 2021, the only potentially dilutive units outstanding consist of unvested phantom units.

Our distributions earned with respect to a given period are declared subsequent to quarter end. Therefore, the table below represents total cash distributions applicable to the period in which the distributions are earned. The date of distribution for the distributions earned during the quarterly period ended December 31, 2021 is February 8, 2022. The calculation of net income per unit is as follows (dollars in thousands, except units and per unit amounts):

	Year Ended December 31,		
	2021	2020	2019
Net income attributable to partners	\$ 164,822	\$ 159,256	\$ 96,749
Less: General partner's distribution (including IDRs) ⁽¹⁾	—	18,618	33,492
Less: Limited partners' distribution	164,484	127,070	83,873
Earning in excess (deficit) of distributions	\$ 338	\$ 13,568	\$ (20,616)
General partner's earnings:			
Distributions (including IDRs) ⁽¹⁾	\$ —	\$ 18,618	\$ 33,492
Allocation of earnings in excess (deficit) of distributions	—	106	(412)
Total general partner's earnings	\$ —	\$ 18,724	\$ 33,080
Limited partners' earnings on common units:			
Distributions	\$ 164,484	\$ 127,070	\$ 83,873
Allocation of earnings in excess (deficit) of distributions	338	13,462	(20,204)
Total limited partners' earnings on common units	\$ 164,822	\$ 140,532	\$ 63,669
Weighted average limited partner units outstanding:			
Common units - basic	43,447,739	33,594,284	24,413,294
Common units - diluted	43,460,470	33,597,418	24,418,641
Net income per limited partner unit:			
Common - basic	\$ 3.79	\$ 4.18	\$ 2.61
Common - diluted ⁽²⁾	\$ 3.79	\$ 4.18	\$ 2.61

(1) Prior to August 13, 2020, general partner distributions (including IDRs) consist of the 2% general partner interest and IDRs, which represent the right of the general partner to receive increasing percentages of quarterly distributions of available cash from operating surplus in excess of 0.43125 per unit per quarter. In connection with the IDR Restructuring Transaction on August 13, 2020, the IDRs were eliminated and the general partner interest became a non-economic general partner interest. See Note 12 for further discussion related to IDRs.

(2) There were 4,458 and 5,201 outstanding common unit equivalents excluded from the diluted earnings per unit calculation during the years ended December 31, 2021 and 2020, respectively. There were no outstanding common unit equivalents excluded from the diluted earnings per unit calculation during the year ended December 31, 2019.

7. Inventory

Inventories consisted of \$2.4 million and \$3.1 million of refined petroleum products as of December 31, 2021 and 2020, respectively, each of which are net of lower of cost or net realizable value reserve of a nominal amount. Inventory is stated at the lower of cost or net realizable value, with cost determined on a first-in, first-out basis. We recognize lower of cost or net realizable value charges as a component of cost of materials and other in the consolidated statements of income and comprehensive income.

8. Property, Plant and Equipment

Property, plant and equipment, at cost, consist of the following (in thousands):

	December 31,	
	2021	2020
Land	\$ 14,533	\$ 14,533
Building and building improvements	2,742	2,742
Pipelines, tanks and terminals	654,154	606,116
Asset retirement obligation assets	2,073	2,073
Other equipment	30,774	30,803
Construction in process	11,594	36,015
Property, plant and equipment	715,870	692,282
Less: accumulated depreciation	(266,482)	(227,470)
Property, plant and equipment, net	\$ 449,388	\$ 464,812

Property, plant and equipment, accumulated depreciation and depreciation expense for the pipelines and transportation and wholesale marketing and terminalling reportable segments as of and for the years ended December 31, 2021 and 2020 are as follows (in thousands):

	As of and For the Year Ended December 31, 2021		
	Pipelines and Transportation	Wholesale Marketing and Terminalling	Consolidated
Property, plant and equipment	\$ 595,031	\$ 120,839	\$ 715,870
Less: accumulated depreciation	(205,825)	(60,657)	(266,482)
Property, plant and equipment, net	\$ 389,206	\$ 60,182	\$ 449,388
Depreciation expense	\$ 30,982	\$ 11,788	\$ 42,770

	As of and For the Year Ended December 31, 2020		
	Pipelines and Transportation	Wholesale Marketing and Terminalling	Consolidated
Property, plant and equipment	\$ 580,631	\$ 111,651	\$ 692,282
Less: Accumulated depreciation	(176,020)	(51,450)	(227,470)
Property, plant and equipment, net	\$ 404,611	\$ 60,201	\$ 464,812
Depreciation expense	\$ 27,682	\$ 8,049	\$ 35,731

9. Goodwill

Goodwill represents the excess of the aggregate purchase price over the fair value of the identifiable net assets acquired and is not amortized. Our goodwill relates to the West Texas assets contributed to us by Delek Marketing & Supply, LLC ("Delek Marketing"), a direct wholly owned subsidiary of Delek Holdings, in connection with our initial public offering and to the purchase price allocation of certain of our third party acquisitions.

We perform an annual assessment of whether goodwill retains its value. This assessment is done more frequently if indicators of potential impairment exist. We performed our annual goodwill impairment review in the fourth quarter of 2021, 2020 and 2019. We performed a qualitative assessment for the years ended December 31, 2021, December 31, 2020 and December 31, 2019. In 2021, 2020 and 2019, the annual impairment review resulted in the determination that no indicators of impairment of goodwill were present.

Our goodwill in our wholesale marketing and terminalling segment amounted to \$7.5 million as of December 31, 2021, 2020 and 2019. Our goodwill in our pipelines and transportation segment amounted to \$4.7 million as of December 31, 2021, 2020 and 2019.

10. Other Intangible Assets

Our identifiable intangible assets are as follows (in thousands):

As of December 31, 2021	Useful Life	Gross	Accumulated Amortization	Net
Intangible assets subject to amortization:				
Marketing contract	20	\$ 144,219	\$ (27,642)	\$ 116,577
Intangible assets not subject to amortization:				
Rights-of-way assets	Indefinite	37,280		37,280
Total		\$ 181,499	\$ (27,642)	\$ 153,857

As of December 31, 2020	Useful Life	Gross	Accumulated Amortization	Net
Intangible assets subject to amortization:				
Marketing contract	20	\$ 144,219	\$ (20,431)	\$ 123,788
Intangible assets not subject to amortization:				
Rights-of-way assets	Indefinite	36,316		36,316
Total		\$ 180,535	\$ (20,431)	\$ 160,104

Amortization of intangible assets was \$7.2 million during the years ended December 31, 2021, 2020 and 2019. It is included as a reduction of net revenue on the accompanying consolidated statements of income and comprehensive income. Amortization expense is estimated to be \$7.2 million for each of the years ended December 31, 2022 through 2026.

11. Long-Term Obligations

7.125% Senior Notes due 2028

On May 24, 2021, the Partnership and our wholly owned subsidiary Delek Logistics Finance Corp. ("Finance Corp." and together with the Partnership, the "Issuers") issued \$400.0 million in aggregate principal amount of 7.125% senior notes due 2028 (the "2028 Notes") at par, pursuant to an indenture with U.S. Bank, National Association as trustee. The 2028 Notes are general unsecured senior obligations of the Issuers and are unconditionally guaranteed jointly and severally on a senior unsecured basis by the Partnership's subsidiaries other than Finance Corp., and will be unconditionally guaranteed on the same basis by certain of the Partnership's future subsidiaries. The 2028 Notes rank equal in right of payment with all existing and future senior indebtedness of the Issuers, and senior in right of payment to any future subordinated indebtedness of the Issuers. The 2028 Notes will mature on June 1, 2028, and interest on the 2028 Notes is payable semi-annually in arrears on each June 1 and December 1, commencing December 1, 2021.

At any time prior to June 1, 2024, the Issuers may redeem up to 35% of the aggregate principal amount of the 2028 Notes with the net cash proceeds of one or more equity offerings by the Partnership at a redemption price of 107.125% of the redeemed principal amount, plus accrued and unpaid interest, if any, subject to certain conditions and limitations. Prior to June 1, 2024, the Issuers may also redeem all or part of the 2028 Notes at a redemption price of the principal amount plus accrued and unpaid interest, if any, plus a "make whole" premium, subject to certain conditions and limitations. In addition, beginning on June 1, 2024, the Issuers may, subject to certain conditions and limitations, redeem all or part of the 2028 Notes, at a redemption price of 103.563% of the redeemed principal for the twelve-month period beginning on June 1, 2024, 101.781% for the twelve-month period beginning on June 1, 2025, and 100.00% beginning on June 1, 2026 and thereafter, plus accrued and unpaid interest, if any.

In the event of a change of control, accompanied or followed by a ratings downgrade within a certain period of time, subject to certain conditions and limitations, the Issuers will be obligated to make an offer for the purchase of the 2028 Notes from holders at a price equal to 101.00% of the principal amount thereof, plus accrued and unpaid interest.

As of December 31, 2021, we had \$400.0 million in outstanding principal amount under the 2028 Notes, and the effective interest rate was 7.41%. Outstanding debt balances under the 2028 Notes are net of deferred financing costs amounting to \$5.7 million as of December 31, 2021.

DKL Credit Facility

On September 28, 2018, the Partnership entered into a third amended and restated senior secured revolving credit agreement (hereafter, the "DKL Credit Facility") with Fifth Third Bank ("Fifth Third"), as administrative agent, and a syndicate of lenders with total lender commitments of \$850.0 million. The DKL Credit Facility contains a dual currency borrowing tranche that permits draw downs in U.S. or Canadian dollars. The DKL Credit Facility also contains an accordion feature whereby the Partnership can increase the size of the credit facility to an aggregate of \$1.0 billion, subject to receiving increased or new commitments from lenders and the satisfaction of certain other conditions precedent.

The obligations under the DKL Credit Facility remain secured by first priority liens on substantially all of the Partnership's and its subsidiaries' tangible and intangible assets. Additionally, Delek Marketing, a subsidiary of Delek Holdings, had provided a limited guaranty of the Partnership's obligations under the DKL Credit Facility. Delek Marketing's guaranty was (i) limited to an amount equal to the principal amount, plus unpaid and accrued interest, of a promissory note made by Delek Holdings in favor of Delek Marketing (the "Holdings Note") and (ii) secured by Delek Marketing's pledge of the Holdings Note to the lenders under the DKL Credit Facility. Effective March 30, 2020, Delek Marketing's limited guaranty and pledge of the Holdings Note was terminated pursuant to a guaranty and pledge release approved by the required lenders under the DKL Credit Facility.

In connection with the IDR Restructuring Transaction, the Partnership entered into a First Amendment to the DKL Credit Facility (the "First Amendment") which, among other things, permitted the exchange of the IDRs and the general partner interest in the Partnership for the non-economic general partner interest, the newly issued limited partner interests in the Partnership, plus \$45.0 million in cash. The First Amendment also modified the total leverage and senior leverage ratios (as defined in the DKL Credit Facility) calculations to reduce the total funded debt (as defined in the DKL Credit Facility) component thereof by the total amount of unrestricted consolidated cash and cash equivalents on the balance sheet of the Partnership and its subsidiaries up to \$20.0 million.

The DKL Credit Facility has a maturity date of September 28, 2023. Borrowings denominated in U.S. dollars bear interest at either a U.S. dollar prime rate, plus an applicable margin, or the London Interbank Offered Rate ("LIBOR") plus an applicable margin, at the election of the borrowers. Borrowings denominated in Canadian dollars bear interest at either a Canadian dollar prime rate, plus an applicable margin, or the Canadian Dealer Offered Rate, plus an applicable margin, at the election of the borrowers.

The applicable margin in each case and the fee payable for any unused revolving commitments vary based upon the Partnership's most recent total leverage ratio calculation delivered to the lenders, as called for and defined under the terms of the DKL Credit Facility. At December 31, 2021, the weighted average interest rate for our borrowings under the facility was approximately 2.46%. Additionally, the DKL Credit Facility requires us to pay a leverage ratio dependent quarterly fee on the average unused revolving commitment. As of December 31, 2021, this fee was 0.30% per year.

As of December 31, 2021, we had \$258.0 million of outstanding borrowings under the DKL Credit Facility, with no letters of credit in place. Unused credit commitments under the DKL Credit Facility as of December 31, 2021 were \$592.0 million.

6.750% Senior Notes Due 2025

On May 23, 2017, the Partnership and Delek Logistics Finance Corp., a Delaware corporation and a wholly owned subsidiary of the Partnership ("Finance Corp." and together with the Partnership, the "Issuers"), issued \$250.0 million in aggregate principal amount of 6.75% senior notes due 2025 (the "2025 Notes") at a discount. The 2025 Notes are general unsecured senior obligations of the Issuers. The 2025 Notes are unconditionally guaranteed jointly and severally on a senior unsecured basis by the Partnership's existing subsidiaries (other than Finance Corp., the "Guarantors") and will be unconditionally guaranteed on the same basis by certain of the Partnership's future subsidiaries. The 2025 Notes rank equal in right of payment with all existing and future senior indebtedness of the Issuers, and senior in right of payment to any future subordinated indebtedness of the Issuers. The 2025 Notes will mature on May 15, 2025, and Interest on the 2025 Notes is payable semi-annually in arrears on each May 15 and November 15, commencing November 15, 2017.

Beginning on May 15, 2021, the Issuers may, subject to certain conditions and limitations, redeem all or part of the 2025 Notes at a redemption price of 103.375% of the redeemed principal for the twelve-month period beginning on May 15, 2021, 101.688% for the twelve-month period beginning on May 15, 2022 and 100.00% beginning on May 15, 2023 and thereafter, plus accrued and unpaid interest, if any. In the event of a change of control, accompanied or followed by a ratings downgrade within a certain period of time, subject to certain conditions and limitations, the Issuers will be obligated to make an offer for the purchase of the 2025 Notes from holders at a price equal to 101% of the principal amount thereof, plus accrued and unpaid interest.

On April 25, 2018, we made an offer to exchange the 2025 Notes and the related guarantees that were validly tendered and not validly withdrawn for an equal principal amount of exchange notes that are freely tradeable, as required under the terms of the original indenture. The terms of the exchange notes that were issued in May 2018 as a result of the exchange (also referred to as the "2025 Notes") are substantially identical to the terms of the original 2025 Notes.

As of December 31, 2021, we had \$250.0 million in outstanding principal amount of the 2025 Notes. As of December 31, 2021, the effective interest rate related to the 2025 Notes was approximately 7.20%.

Outstanding debt balances under the 2025 Notes are net of deferred financing costs and debt discount of \$2.5 million and \$0.8 million, respectively, as of December 31, 2021.

Principal maturities of the Partnership's existing third party debt instruments for the next five years and thereafter are as follows as of December 31, 2021 (in thousands):

	2022	2023	2024	2025	2026	Thereafter	Total
DKL Credit Facility	\$ —	\$ 258,000	\$ —	\$ —	\$ —	\$ —	\$ 258,000
2025 Notes	\$ —	\$ —	\$ —	\$ 250,000	\$ —	\$ —	\$ 250,000
2028 Notes	\$ —	\$ —	\$ —	\$ —	\$ —	\$ 400,000	\$ 400,000

12. Equity

We had 8,774,053 common limited partner units held by the public outstanding as of December 31, 2021. Additionally, as of December 31, 2021, Delek Holdings owned an 79.8% limited partner interest in us, consisting of 34,696,800 common limited partner units. On December 22, 2021, Delek Holdings issued a press release regarding a program to sell certain common limited partner units representing limited partner interests in the Partnership. As of December 31, 2021, we did not sell any securities under this program and we will not receive any proceeds from the sale of the securities by Delek Holdings.

Effective August 13, 2020, the Partnership closed on the IDR Restructuring Transaction, and contemporaneous with this transaction, Delek Holdings purchased a 5.2% ownership interest in our general partner from certain affiliates, who were also members of our general partner's management and board of directors, at fair market value. Delek Holdings now owns 100% of the outstanding ownership interest in our general partner. As part of this transaction, we expensed approximately \$1.1 million of transaction costs.

In August 2020, we filed a shelf registration statement with the U.S. Securities and Exchange Commission, which subsequently became effective, for the proposed re-sale or other disposition from time to time by Delek Holdings of up to 14.0 million of our common limited partner units. As of December 31, 2020, we did not sell any securities under this shelf registration statement and we will not receive any proceeds from the sale of securities by Delek Holdings.

Equity Activity

The table below summarizes the changes in the number of units outstanding from December 31, 2019 through December 31, 2021.

	Common - Public	Common - Delek Holdings	General Partner	Total
Balance at December 31, 2018	9,109,807	15,294,046	498,038	24,901,891
General partner units issued to maintain 2% interest	—	—	444	444
Unit-based compensation awards ⁽¹⁾	21,772	—	—	21,772
Balance at December 31, 2019	9,131,579	15,294,046	498,482	24,924,107
General partner units issued to maintain 2% interest	—	—	102,196	102,196
Unit-based compensation awards ⁽¹⁾	17,711	—	—	17,711
Permian Gathering Assets Acquisition equity issuance	—	5,000,000	—	5,000,000
Delek Holdings unit purchases from public	(451,822)	451,822	—	—
General Partner units converted to non-economic general partner interest	—	—	(600,678)	(600,678)
Common limited partner units issued in IDR Restructuring Transaction	—	14,000,000	—	14,000,000
Balance at December 31, 2020	8,697,468	34,745,868	—	43,443,336
Delek Holdings resale of units	49,068	(49,068)	—	—
Unit-based compensation awards ⁽¹⁾	27,517	—	—	27,517
Balance at December 31, 2021	8,774,053	34,696,800	—	43,470,853

(1) Unit-based compensation awards are presented net of 5,315 and 926 units withheld for taxes as of December 31, 2021 and 2020, respectively. There were no units withheld for taxes as of December 31, 2019.

Issuance of Additional Securities

Our Partnership Agreement authorizes us to issue an unlimited number of additional partnership securities for the consideration and on the terms and conditions determined by our general partner without the approval of the unitholders. Costs associated with the issuance of securities are allocated to all unitholders' capital accounts based on their ownership interest at the time of issuance.

Allocations of Net Income

Our Partnership Agreement contains provisions for the allocation of net income and loss to the unitholders. For purposes of maintaining partner capital accounts, the Partnership Agreement specifies that items of income and loss shall be allocated among the partners in accordance with their respective percentage interest. Prior to August 13, 2020, normal allocations were made according to percentage interests after giving effect to priority income allocations in an amount equal to incentive cash distributions allocated 100% to our general partner. Effective August 13, 2020, the IDRs were eliminated and the 2% general partner economic interest was converted to a non-economic general partner interest that no longer receives cash distributions. The following table presents the allocation of the general partner's interest in net income (in thousands, except percentage of ownership interest):

	Year Ended December 31,		
	2021	2020	2019
Net income attributable to partners	\$ 164,822	\$ 159,256	\$ 96,749
Less: General partner's IDRs	—	(17,632)	(31,781)
Net income available to partners	\$ 164,822	\$ 141,624	\$ 64,968
General partner's ownership interest	— %	2.0 %	2.0 %
General partner's allocated interest in net income	—	1,092	1,299
General partner's IDRs	—	17,632	31,781
Total general partner's interest in net income	\$ —	\$ 18,724	\$ 33,080

Incentive Distribution Rights

Effective August 13, 2020, the Partnership closed on the IDR Restructuring Transaction and the general partner no longer receives any cash distributions. Prior to August 13, 2020, our general partner was entitled to 2.0% of all quarterly distributions that we make prior to our liquidation. Our general partner had the right, but not the obligation, to contribute up to a proportionate amount of capital to us to maintain its current general partner interest. Our general partner held IDRs that entitled it to receive increasing percentages, up to a maximum of 48.0%, of the cash we distributed from operating surplus (as defined in our Partnership Agreement) in excess of 0.43125 per unit per quarter. The maximum distribution was 48.0% and did not include any distributions that our general partner or its affiliates may have received on common or general partner units that it owns. As of August 12, 2020, the IDRs held by our general partner were entitled to receive the maximum distribution.

Pursuant to Amendment No. 2 to the Prior Partnership Agreement, prior to the IDR Restructuring Transaction, an agreement was reached for a waiver of distributions in respect of the IDRs associated with the 5.0 million Additional Units for at least two years, through at least the distribution for the quarter ending March 31, 2022 (the "IDR Waiver"). Refer to Note 4 for additional details.

Cash Distributions

Our Partnership Agreement sets forth the calculation to be used to determine the amount and priority of available cash distributions that our limited partner unitholders and general partner will receive. The cash distributions for periods before August 13, 2020 include distributions to the 2% general partner interest which was converted to non-economic general partner interest and IDRs which were permanently eliminated. Our distributions earned with respect to a given period are declared subsequent to quarter end. The table below summarizes the quarterly distributions related to our quarterly financial results:

Quarter Ended	Total Quarterly Distribution Per Limited Partner Unit	Total Cash Distribution, including general partner interest and IDRs (in thousands)	Date of Distribution	Unitholders Record Date
December 31, 2019	\$ 0.885	\$ 30,634	February 12, 2020	February 4, 2020
March 31, 2020	\$ 0.890	\$ 30,878	May 12, 2020	May 5, 2020
June 30, 2020	\$ 0.900	\$ 35,969	August 12, 2020	August 7, 2020
September 30, 2020	\$ 0.905	\$ 39,308	November 12, 2020	November 6, 2020
December 31, 2020	\$ 0.910	\$ 39,533	February 9, 2021	February 2, 2021
March 31, 2021	\$ 0.920	\$ 39,968	May 14, 2021	May 10, 2021
June 30, 2021	\$ 0.940	\$ 40,846	August 11, 2021	August 5, 2021
September 30, 2021	\$ 0.950	\$ 41,286	November 10, 2021	November 5, 2021
December 31, 2021	\$ 0.975	\$ 42,384	February 8, 2022	February 1, 2022

The allocations of total quarterly cash distributions made to general and limited partners for the years ended December 31, 2021, 2020 and 2019 are set forth in the table below. Distributions earned with respect to a given period are declared subsequent to quarter end. Therefore, the table below presents total cash distributions applicable to the period in which the distributions are earned (in thousands, except per unit amounts):

	Year Ended December 31,		
	2021	2020	2019
General partner's distributions:			
General partner's distributions	\$ —	\$ 986	\$ 1,711
General partner's IDRs	—	17,632	31,781
Total general partner's distributions	—	18,618	33,492
Limited partners' distributions:			
Common limited partners' distributions	164,484	127,070	83,873
Total cash distributions	\$ 164,484	\$ 145,688	\$ 117,365
Cash distributions per limited partner unit	\$ 3.785	\$ 3.605	\$ 3.440

13. Equity Based Compensation

The Delek Logistics GP, LLC 2012 Long-Term Incentive Plan (the "LTIP") was adopted by the Delek Logistics GP, LLC board of directors in connection with the completion of our initial public offering in November 2012. The LTIP is administered by the Conflicts Committee of the board of directors. Equity-based compensation expense is included in general and administrative expenses in the accompanying consolidated statements of income and comprehensive income and is immaterial for the years ended December 31, 2021, 2020 and 2019. See Note 2 for additional information on terms and measurement considerations.

On June 9, 2021, the LTIP was amended to increase the number of units representing limited partner interest in the Partnership (the "Common Units") authorized for issuance by 300,000 Common Units to 912,207 Common Units. Additionally, the term of the LTIP was extended to June 9, 2031.

14. Equity Method Investments

In May 2019, the Partnership, through its wholly owned indirect subsidiary DKL Pipeline, LLC ("DKL Pipeline"), entered into a Contribution and Subscription Agreement (the "Contribution Agreement") with Plains Pipeline, L.P. ("Plains") and Red River Pipeline Company LLC ("Red River"). Pursuant to the Contribution Agreement, DKL Pipeline contributed \$124.7 million, substantially all of which was financed by borrowings under the DKL Credit Facility, to Red River in exchange for a 33% membership interest in Red River and DKL Pipeline's admission as a member of Red River. In addition, we contributed \$0.4 million of start up capital pursuant to the Amended and Restated Limited Liability Company Agreement. During the third quarter of 2020, Red River, which owns a crude oil pipeline running from Cushing, Oklahoma to Longview, Texas, completed a planned expansion project to increase the pipeline capacity and commenced operations on the completed expansion project on October 1, 2020. We contributed \$3.5 million related to such expansion project in May 2019 and during 2020 made additional capital contributions of \$12.2 million based on capital calls received. During the year ended December 31, 2021, we made additional capital contributions totaling \$1.4 million based on capital calls received.

Summarized financial information for Red River on a 100% basis is shown below (in thousands):

		Year Ended December 31, 2021	Year Ended December 31, 2020
Current Assets	\$	28,735	\$ 13,488
Non-current Assets	\$	403,692	\$ 413,259
Current liabilities	\$	10,040	\$ 7,789

	Year Ended December 31, 2021	Year Ended December 31, 2020	For the period April 24, 2019 - December 31, 2019
Revenues	\$ 68,057	\$ 51,001	\$ 38,352
Gross profit	\$ 41,121	\$ 31,103	\$ 25,919
Operating income	\$ 40,436	\$ 30,382	\$ 25,497
Net income	\$ 40,390	\$ 30,404	\$ 25,548

We have two additional joint ventures that have constructed separate crude oil pipeline systems and related ancillary assets, which are serving third parties and subsidiaries of Delek Holdings. We own a 50% membership interest in the entity formed with an affiliate of Plains All American Pipeline, L.P. ("CP LLC") to operate one of these pipeline systems and a 33% membership interest in the entity formed with Andeavor Logistics RIO Pipeline LLC ("Andeavor Logistics"), formerly known as Rangeland Energy II, LLC ("Rangeland Energy") to operate the other pipeline system.

Combined summarized financial information for these two equity method investees on a 100% basis is shown below (in thousands):

	Year Ended December 31, 2021	Year Ended December 31, 2020
Current assets	\$ 15,010	\$ 20,763
Non-current assets	\$ 242,599	\$ 253,862
Current liabilities	\$ 1,492	\$ 1,496

	Year Ended December 31, 2021	Year Ended December 31, 2020	Year Ended December 31, 2019
Revenues	\$ 46,335	\$ 55,482	\$ 48,703
Gross profit	\$ 26,688	\$ 36,904	\$ 30,473
Operating income	\$ 24,587	\$ 34,951	\$ 28,503
Net Income	\$ 24,589	\$ 34,977	\$ 28,601

The Partnership's investments in these three entities were financed through a combination of cash from operations and borrowings under the DKL Credit Facility. The Partnership's investment balances in these joint ventures were as follows (in thousands):

	Year Ended December 31, 2021	Year Ended December 31, 2020
Red River	144,041	141,803
CP LLC	61,670	62,771
Andeavor Logistics	44,319	49,101

We do not consolidate any part of the assets or liabilities or operating results of our equity method investees. Our share of net income or loss of the investees will increase or decrease, as applicable, the carrying value of our investments in unconsolidated affiliates. With respect to our equity method investments, we determined that these entities do not represent variable interest entities and consolidation is not required. We have the ability to exercise significant influence over each of these joint ventures through our participation in the management committees, which make all significant decisions. However, since all significant decisions require the consent of the other investor(s) without regard to economic interest, we have determined that we have joint control and have applied the equity method of accounting. Our investment in these joint ventures is reflected in our investments in pipeline joint ventures segment.

15. Segment Data

We aggregate our operating segments into three reportable segments: (i) pipelines and transportation; (ii) wholesale marketing and terminalling; and (iii) investment in pipeline joint ventures.

Our operating segments adhere to the accounting policies used for our consolidated financial statements. Our operating segments are managed separately because each segment requires different industry knowledge, technology and marketing strategies. Decisions concerning the allocation of resources and assessment of operating performance are made based on this segmentation. Management measures the operating performance of each of its reportable segments based on segment contribution margin, with the exception of investments in pipeline joint ventures segment, which is measured based on net income. Segment contribution margin is defined as net revenues less cost of materials and other and operating expenses, excluding depreciation and amortization.

The following is a summary of business segment operating performance as measured by contribution margin, with the exception of investments in pipeline joint ventures segment, which is measured based on net income, for the periods indicated (in thousands):

	Year Ended December 31,		
	2021	2020	2019
Pipelines and Transportation			
Net revenues:			
Affiliate	\$ 271,033	\$ 233,873	\$ 155,211
Third party	16,612	17,596	23,107
Total pipelines and transportation	287,645	251,469	178,318
Cost of materials and other	59,821	45,934	22,826
Operating expenses (excluding depreciation and amortization)	43,818	42,267	54,827
Segment contribution margin	\$ 184,006	\$ 163,268	\$ 100,665
Capital spending ^{(1) (2)}	\$ 22,342	\$ 7,631	\$ 6,600
Wholesale Marketing and Terminalling			
Net revenues:			
Affiliate ⁽³⁾	\$ 147,793	\$ 148,793	\$ 105,803
Third party	265,464	163,156	299,871
Total wholesale marketing and terminalling	413,257	311,949	405,674
Cost of materials and other	324,588	223,160	313,647
Operating expenses (excluding depreciation and amortization)	16,917	14,012	19,330
Segment contribution margin	\$ 71,752	\$ 74,777	\$ 72,697
Capital spending ^{(1) (2)}	\$ 5,109	\$ 7,818	\$ 3,387
Investments in Pipeline Joint Ventures			
Income from equity method investments	\$ (24,575)	\$ (22,693)	\$ (19,832)
Equity method investments contributions	\$ (1,393)	\$ (12,175)	\$ (139,294)
Consolidated			
Net revenues:			
Affiliate	\$ 418,826	\$ 382,666	\$ 261,014
Third party	282,076	180,752	322,978
Total Consolidated	700,902	563,418	583,992
Cost of materials and other	384,409	269,094	336,473
Operating expenses (excluding depreciation and amortization presented below)	60,735	56,279	74,157
Contribution margin	255,758	238,045	173,362
General and administrative expenses	22,545	22,587	20,815
Depreciation and amortization	42,770	35,731	26,701
Other operating (income) expense, net	(59)	(66)	34
Operating income	190,502	179,793	125,812
Interest expense, net	50,221	42,874	47,328
Income from equity method investments	(24,575)	(22,693)	(19,832)
Other (income) expense, net	(119)	133	600
Total non-operating expenses, net	25,527	20,314	28,096
Income before income tax expense	164,975	159,479	97,716
Income tax expense	153	223	967
Net income attributable to partners	\$ 164,822	\$ 159,256	\$ 96,749
Capital spending ^{(1) (2)}	\$ 27,451	\$ 15,449	\$ 9,987

(1) Capital spending for the year ended December 31, 2020, excludes transaction costs capitalized in the amount of \$0.3 million that relate to the Trucking Assets Acquisition and \$0.7 million that relate to the Permian Gathering Assets Acquisition.

(2) Capital spending for the years ended December 31, 2021, 2020 and 2019 excludes contributions to equity method investments amounting to \$1.4 million, \$12.2 million and \$139.3 million, respectively.

(3) Affiliate revenue for the wholesale marketing and terminalling segment is presented net of amortization expense pertaining to the Marketing Contract Intangible Acquisition. See Note 3 for additional information.

The following table summarizes the total assets for each segment as of December 31, 2021 and 2020 (in thousands). Assets for each segment includes property, plant and equipment, equity method investments, intangible assets and inventory.

	Year Ended December 31,	
	2021	2020
Pipelines and transportation	\$ 452,690	\$ 469,642
Wholesale marketing and terminalling	211,723	206,918
Investments in pipeline joint ventures	250,030	253,675
Other ⁽¹⁾	20,628	26,182
Total assets	\$ 935,071	\$ 956,417

(1) Other includes cash and cash equivalents and related party receivables and other assets which are recorded at the corporate level.

16. Income Taxes

For tax purposes, each partner of the Partnership is required to take into account its share of income, gain, loss and deduction in computing its federal and state income tax liabilities, regardless of whether cash distributions are made to such partner by the Partnership. The taxable income reportable to each partner takes into account differences between the tax basis and fair market value of our assets, the acquisition price of such partner's units and the taxable income allocation requirements under our Partnership Agreement.

The Partnership is not a taxable entity for federal income tax purposes. While most states do not impose an entity level tax on partnership income, the Partnership is subject to entity level tax in both Tennessee and Texas. The Partnership does not file a separate Texas tax return. Our results of operations are included in Delek Holdings' consolidated return. However, the provisions of ASC 740 have been followed as if we were a stand-alone entity. As a result, the Partnership must record deferred income taxes for the differences between book and tax bases of its assets and liabilities based on those states' enacted tax rates and laws that will be in effect when the differences are expected to reverse.

As of December 31, 2021 and 2020, the total non-current deferred tax liability was \$1.0 million and \$0.6 million, respectively. These amounts are included in other non-current liabilities in our accompanying consolidated balance sheets. The majority component of our non-current deferred tax liabilities as of December 31, 2021 and 2020, respectively, was depreciation and amortization.

The difference between the actual income tax expense and the tax expense computed by applying the statutory federal income tax rate to income before income taxes is attributable to the following (in thousands):

	Year Ended December 31,		
	2021	2020	2019
State income taxes	\$ 153	\$ 223	\$ 967
Income tax expense	\$ 153	\$ 223	\$ 967

Income tax expense (benefit) is as follows (in thousands):

	Year Ended December 31,		
	2021	2020	2019
Current	\$ (200)	\$ (178)	\$ 471
Deferred	\$ 353	401	496
Total	\$ 153	\$ 223	\$ 967

Delek Holdings files a consolidated Texas gross margin tax return, and tax payments for the Partnership are paid by Delek Holdings. Therefore, a portion of the current tax payable is included in accounts receivable/payable from related parties. As of both December 31, 2021 and 2020, income taxes payable were immaterial and were included in accounts receivable/payable from related parties in the accompanying consolidated balance sheets. Taxes that are determined on a consolidated basis apply the "benefits for loss" allocation method; thus, tax attributes are realized when used in the combined tax return to the extent that they have been subject to a valuation allowance. We are no longer subject to audit through 2015.

We recognize accrued interest and penalties related to unrecognized tax benefits as an adjustment to the current provision for income taxes. There were no uncertain tax positions recorded as of December 31, 2021 or 2020, and there were no interest or penalties recognized related to uncertain tax positions for the years ended December 31, 2021, 2020 or 2019. We have examined uncertain tax positions for any material changes in the next 12 months and none are expected.

17. Commitments and Contingencies

Litigation

In the ordinary conduct of our business, we are from time to time subject to lawsuits, investigations and claims, including environmental claims and employee-related matters. Although we cannot predict with certainty the ultimate resolution of lawsuits, investigations and claims asserted against us, including civil penalties or other enforcement actions, we do not believe that any currently pending legal proceeding or proceedings to which we are a party will have a material adverse effect on our financial statements. See "Crude Oil and Other Releases" below for discussion of an enforcement action.

Environmental, Health and Safety

We are subject to extensive federal, state and local environmental and safety laws and regulations enforced by various agencies, including the Environmental Protection Agency (the "EPA"), the United States Department of Transportation, the Occupational Safety and Health Administration, as well as numerous state, regional and local environmental, safety and pipeline agencies. These laws and regulations govern the discharge of materials into the environment, waste management practices and pollution prevention measures, as well as the safe operation of our pipelines and the safety of our workers and the public. Numerous permits or other authorizations are required under these laws and regulations for the operation of our terminals, pipelines, saltwells, trucks and related operations, and may be subject to revocation, modification and renewal.

These laws and permits raise potential exposure to future claims and lawsuits involving environmental and safety matters, which could include soil, surface water and groundwater contamination, air pollution, personal injury and property damage allegedly caused by substances which we may have handled, used, released or disposed of, transported, or that relate to pre-existing conditions for which we may have assumed responsibility. We believe that our current operations are in substantial compliance with existing environmental and safety requirements. However, there have been and we expect that there will continue to be ongoing discussions about environmental and safety matters between us and federal and state authorities, including the receipt and response to notices of violations, citations and other enforcement actions, some of which have resulted or may result in changes to operating procedures and in capital expenditures. While it is often difficult to quantify future environmental or safety related expenditures, we anticipate that continuing capital investments and changes in operating procedures will be required to comply with existing and new requirements, as well as evolving interpretations and enforcement of existing laws and regulations.

Releases of hydrocarbons or hazardous substances into the environment could, to the extent the event is not insured, or is not a reimbursable event under the Omnibus Agreement, subject us to substantial expenses, including costs to respond to, contain and remediate a release, to comply with applicable laws and regulations and to resolve claims by governmental agencies or other persons for personal injury, property damage, response costs, or natural resources damages.

Crude Oil and Other Releases

During the year ended December 31, 2021, there was one significant release of finished product, involving one of our pipelines and it occurred in August 2021. This release of finished product from our Greenville pipeline occurred near Dixon, Texas (the "Greenville Dixon Release"). Cleanup operations, site maintenance and remediation on this release are currently on-going. Costs incurred as of December 31, 2021 totaled \$2.7 million. Additionally, as of December 31, 2021 we have accrued \$0.8 million for remediation and other potential costs related to this release. The impacted area is undergoing remedial measures that will be protective of human health and the environment, including groundwater, under the oversight of Texas Commission of Environmental Quality (the "TCEQ").

On October 3, 2019, a release of diesel fuel involving one of our pipelines occurred near Sulphur Springs, Texas (the "Sulphur Springs Release"). Cleanup operations and site maintenance and remediation on this release have been substantially completed. Remedial costs incurred totaled \$7.1 million during 2019 and \$0.5 million during 2020. In the fourth quarter of 2020 we submitted an actual property assessment report that assessed site conditions and recommended closure of the site. Closure of the site was approved in the fourth quarter of 2020 by the TCEQ. The groundwater monitoring wells were abandoned and removed in the second quarter of 2021 in accordance with applicable regulatory requirements. We filed suit in January 2020 against a third party contractor, seeking damages related to this release; two related actions were filed in November and December 2020 by and against the contractor's insurance company seeking judgments related to insurance coverage. We have not received notification that any legal action with respect to fines and penalties will be pursued by the regulatory agencies.

For other releases that occurred in prior years, we have received regulatory closure or a majority of the cleanup and remediation efforts are substantially complete. We expect regulatory closure in 2021 for the release sites that have not yet received it and do not anticipate material costs associated with any fines or penalties or additional remedial activities that may be needed to achieve regulatory closure.

Regulatory authorities could require additional remediation based on the results of our remediation efforts. We may incur additional expenses as a result of further scrutiny by regulatory authorities and continued compliance with laws and regulations to which our assets are subject. As of December 31, 2021, we have accrued \$0.3 million for remediation and other such matters related to these releases.

Expenses incurred for the remediation of these crude oil and other releases are included in operating expenses in our consolidated statements of income and comprehensive income. The majority of our releases have been subsequently reimbursed by Delek Holdings pursuant to the terms of the Omnibus Agreement, with the exception of the Sulphur Springs Release above as it is not covered under the Omnibus Agreement. Reimbursements are recorded as a reduction to operating expense. We do not believe the total costs associated with these events, whether alone or in the aggregate, including any fines or penalties and net of available insurance, indemnification or reimbursement, will have a material adverse effect upon our business, financial condition or results of operations.

During the years ended December 31, 2021 and 2020, the crude oil and other releases remediation expenses, net of reimbursable costs, were immaterial.

18. Leases

We lease certain pipeline and transportation equipment. Leases with an initial term of 12 months or less are not recorded on the balance sheet; we recognize lease expense for these leases on a straight-line basis over the lease term.

Our leases do not have any outstanding renewal options. Certain leases also include options to purchase the leased equipment.

Certain of our lease agreements include rates based on equipment usage and others include rate inflationary indices based increases. Our lease agreements do not contain any material residual value guarantees or material restrictive covenants.

The following table presents additional information related to our operating leases in accordance ASC 842:

(in thousands)	Year Ended December 31,	Year Ended December 31,
	2021	2020
Lease Cost ⁽¹⁾		
Operating lease cost	\$ 12,586	\$ 7,478
Short-term lease cost	1,609	1,852
Variable lease costs	600	1,002
Total lease cost	\$ 14,795	\$ 10,332
Other Information		
Cash paid for amounts included in the measurement of lease liabilities:		
Operating cash flows from operating leases	\$ (12,586)	\$ (7,478)
Leased assets obtained in exchange for new operating lease liabilities	\$ 6,386	\$ 26,528
Leased assets obtained in exchange for new financing lease liabilities	\$ 3,071	\$ 5,562
	December 31, 2021	December 31, 2020
Weighted-average remaining lease term (years) for operating leases	3.33	3.56
Weighted-average discount rate ⁽²⁾ operating leases	5.8 %	6.0 %
Weighted-average remaining lease term (years) for finance lease	2.10	2.92
Weighted-average discount rate ⁽²⁾ finance lease	1.8 %	1.8 %

(1) Includes an immaterial amount of financing lease.

(2) Our discount rate is primarily based on our incremental borrowing rate in accordance with ASC 842.

The following is an estimate of the maturity of our lease liabilities for operating leases having remaining noncancellable terms in excess of one year as of December 31, 2021 (in thousands) under ASC 842:

2022	\$ 7,775
2023	7,087
2024	4,894
2025	2,371
2026	413
Thereafter	425
Total lease payments	\$ 22,965
Less: Interest	2,083
Present value of lease liabilities	\$ 20,882

The following is an estimate of the maturity of our lease liabilities for financing leases having remaining noncancellable terms in excess of one year as of December 31, 2021 (in thousands) under ASC 842:

2022	\$	2,965
2023		2,807
2024		320
2025		24
2026		—
Thereafter		—
Total lease payment	\$	6,116
Less: Interest		116
Present values of lease liabilities	\$	6,000

19. Subsequent Events

Distribution Declaration

On January 21, 2022, our general partner's board of directors declared a quarterly cash distribution of \$0.975 per unit, paid on February 8, 2022, to unitholders of record on February 1, 2022.

ITEM 16. FORM 10-K SUMMARY

None.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

Delek Logistics Partners, LP
by and through its general partner, Delek Logistics GP, LLC

By: /s/ Reuven Spiegel
Reuven Spiegel
Director, Executive Vice President and Chief Financial Officer

Dated: February 25, 2022

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by or on behalf of the following persons on behalf of the registrant and in the capacities indicated on February 25, 2022:

/s/ Ezra Uzi Yemin
Ezra Uzi Yemin
Chair of the Board of Directors and Chief
Executive Officer
(Principal Executive Officer)

/s/ Reuven Spiegel
Reuven Spiegel
Director, Executive Vice President and Chief Financial Officer
(Principal Financial Officer)

/s/ Robert Wright
Robert Wright
Senior Vice President, Chief Accounting Officer
(Principal Accounting Officer)

/s/ Sherri A. Brillon
Sherri A. Brillon
Director

/s/ Charles J. Brown, III
Charles J. Brown, III
Director

/s/ Eric D. Gadd

Eric D. Gadd

Director

/s/ Frederec Charles Green

Frederec Charles Green

Director

/s/ Ron W. Haddock

Ron W. Haddock

Director

/s/ Gennifer F. Kelly

Gennifer F. Kelly

Director

FORM OF INDEMNIFICATION AGREEMENT

This INDEMNIFICATION AGREEMENT (this “**Agreement**”) is made as of _____, 20__ by and between DELEK LOGISTICS PARTNERS, LP, a Delaware limited partnership (the “**Partnership**”), DELEK LOGISTICS GP, LLC, a Delaware limited liability company and the general partner of the Partnership (the “**Company**”) and _____ (“**Indemnitee**”).

W I T N E S S E T H:

WHEREAS, the Partnership’s Second Amended and Restated Agreement of Limited Partnership (as the same may be amended and replaced from time to time, the “**LP Agreement**”) provides that the business and affairs of the Partnership shall be managed by the Company, and the Company’s Fourth Amended and Restated Limited Liability Company Agreement dated as of August 13, 2020 (as the same may be amended and replaced from time to time, the “**LLC Agreement**”) provides that the business and affairs of the Company shall be managed by the Company’s board of directors; and

WHEREAS, under the LP Agreement and the LLC Agreement, significant authority with respect to the management of the Partnership and the Company has been delegated to the officers of the Company; and

WHEREAS, it is critically important to the Partnership, the unitholders of the Partnership, and the Company, that the Company be able to attract and retain the most capable persons reasonably available to serve as directors and officers of the Company; and because the success of the Partnership and the Company is based in large part on the performance of the directors and officers of the Partnership’s Controlled Affiliates, it is equally important to the Partnership, its unitholders and the Company that the Company be able to attract and retain the most capable persons reasonably available to serve as directors and officers of the Controlled Affiliates; and

WHEREAS, although Indemnitee may be entitled to indemnification pursuant to (a) the LLC Agreement, (b) the Delaware Limited Liability Company Act (the “**LLC Act**”), (c) the LP Agreement and (d) the Delaware Limited Partnership Act (the “**LP Act**”), the LLC Agreement and the LP Agreement expressly provide that the indemnification provisions set forth therein are not exclusive, and thereby contemplate that contracts may be entered into between the Partnership, the Company and members of the Board, officers and other persons with respect to indemnification; and

WHEREAS, Delaware courts have recognized that indemnification serves the dual policies of (1) allowing officials to resist unjustified lawsuits, secure in the knowledge that, if vindicated, the corporation will bear the expense of litigation, and (2) encouraging capable women and men to serve as directors and officers, secure in the knowledge that entity will absorb the costs of defending their honesty and integrity; and

WHEREAS, the number of lawsuits challenging the judgment and actions of directors and officers of public companies, the costs of defending those lawsuits, and the threat to directors’ and officers’ personal assets have all materially increased over the past several years, challenging the willingness of capable women and men to undertake the responsibilities imposed on directors and officers; and

WHEREAS, federal legislation and rules adopted by the Securities and Exchange Commission and the national securities exchanges have imposed additional disclosure and corporate governance obligations on directors and officers of public companies and have exposed such directors and officers to new and substantially broadened civil liabilities; and

WHEREAS, these legislative and regulatory initiatives have also exposed directors and officers of public companies to a significantly greater risk of criminal proceedings, with attendant defense costs and potential criminal fines and penalties; and

WHEREAS, under Delaware law, a director's or officer's right to be reimbursed for the costs of defense of criminal actions, whether such claims are asserted under state or federal law, does not depend upon the merits of the claims asserted against the director or officer and is separate and distinct from any right to indemnification the director or officer may be able to establish, and indemnification of the director or officer against criminal fines and penalties is permitted if the director or officer satisfies the applicable standard of conduct; and

WHEREAS, Indemnitee is a director and/or officer of the Company, and/or, at the request of the Company, serves as a director and/or officer of a Controlled Affiliate, and his or her willingness to serve in such capacity is predicated, in substantial part, upon the Company's willingness to indemnify him or her in accordance with the principles reflected above, to the fullest extent permitted by the laws of the state of Delaware, and upon the other undertakings set forth in this Agreement; and

WHEREAS, in recognition of the need to provide Indemnitee with substantial protection against personal liability, in order to procure Indemnitee's continued service as a director and/or officer of the Company and/or a Controlled Affiliate and to enhance Indemnitee's ability to serve the Company in an effective manner, and in order to provide this protection pursuant to express contract rights, intended to be enforceable irrespective of, among other things, any amendment to the Company's or the Partnership's respective organizational documents, any change in the composition of the Company's Board of Directors (the "**Board**") or any change-in-control or business combination transaction relating to the Company, the Company wishes to provide in this Agreement for the indemnification of Expenses and Losses and the advancement of Expenses (as defined in Section 2(h)), to Indemnitee as set forth in this Agreement and for the continued coverage of Indemnitee under the Company's directors' and officers' liability insurance policies; and

WHEREAS, in light of the considerations referred to in the preceding recitals, it is the Company's intention and desire that the provisions of this Agreement be construed liberally, subject to their express terms, to maximize the protections to be provided to Indemnitee hereunder.

NOW, THEREFORE, in consideration of the premises and the covenants contained herein, the Indemnitee, the Partnership and the Company do hereby covenant and agree as follows:

1. Services to the Company. Indemnitee agrees to serve or continue to serve, at the will of the Company and/or its sole member in accordance with the LLC Agreement, as a director or officer of the Company and/or one or more Controlled Affiliates for so long as Indemnitee is duly elected, appointed or requested or until Indemnitee tenders his or her resignation from the Company and all Controlled Affiliates.

2. Definitions. As used in this Agreement:

(a) A "**Change in Control**" shall be deemed to occur upon the earliest to occur after the date of this Agreement of any of the following events:

(i) Change in Board of Directors. During any period of two (2) consecutive years (not including any period prior to the execution of this Agreement), individuals who at the beginning of such period constitute the Board, and any new Director (other than a Director designated by a person who has entered into an agreement with the Company to effect a transaction described in Sections 2(a)(ii) or 2(a)(iii)) appointed by the Company's sole member, cease for any reason to constitute at least a majority of the members of the Board;

(ii) Corporate Transactions. The effective date of a merger or consolidation of the Company with any other entity (other than an affiliate of the Company), other than a merger or consolidation which would result in the voting securities of the Company outstanding immediately prior to such merger or consolidation continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity) a majority of the combined voting power of the voting securities of the surviving entity outstanding immediately after such merger or consolidation and

with the power to elect at least a majority of the board of directors or other governing body of such surviving entity;

(iii) **Liquidation.** The approval by the Company's sole member of a complete liquidation of the Company or an agreement for the sale or disposition by the Company of all or substantially all of the Company's assets; and

(iv) **Other Events.** There occurs any other event of a nature that would be required to be reported in response to Item 6(e) of Schedule 14A of Regulation 14A (or a response to any similar item on any similar schedule or form) promulgated under the Exchange Act (as defined below), whether or not the Company is then subject to such reporting requirement.

(b) **"Controlled Affiliate"** means any corporation, limited liability company, partnership, joint venture, trust or other entity or enterprise, whether or not for profit, that is directly or indirectly controlled by the Company, including the Partnership and its Controlled Affiliates. For purposes of this definition, "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of an entity or enterprise, whether through the ownership of voting securities, through other voting rights, by contract or otherwise; provided that direct or indirect beneficial ownership of capital stock or other interests in an entity or enterprise entitling the holder to cast 20% or more of the total number of votes generally entitled to be cast in the election of directors (or persons performing comparable functions) of such entity or enterprise shall be deemed to constitute control for purposes of this definition.

(c) **"Corporate Status"** describes the status of a person who is or was a director, officer, trustee, partner, manager, managing member, general partner, fiduciary, employee or agent of the Company, the Partnership, a Controlled Affiliate or of any other corporation, limited liability company, limited or general partnership or joint venture, trust, employee benefit plan or other enterprise which such person is or was serving at the request of the Company.

(d) **"Director"** means a member of the Board.

(e) **"Disinterested Director"** means a Director of the Company who is not and was not a party to the Proceeding (as defined below) in respect of which indemnification is sought by Indemnitee.

(f) **"ERISA Losses"** means any taxes, penalties or other liabilities under the Employee Retirement Income Security Act of 1974, as amended, or Section 4975 of the Internal Revenue Code of 1986, as amended.

(g) **"Exchange Act"** shall mean the Securities Exchange Act of 1934, as amended.

(h) **"Expenses"** shall include all reasonable direct and indirect costs and expenses, including all attorneys' fees and expenses, retainers, court costs, transcript costs, fees of experts (including, without limitation, auditors and accountants), witness fees, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees, and all other disbursements or expenses of the types customarily incurred in connection with prosecuting, defending, preparing to prosecute or defend, investigating, being or preparing to be a witness in a Proceeding, or otherwise participating in, or responding to, or objecting to, a request to provide discovery in any Proceeding. Expenses also shall include (i) Expenses incurred in connection with any appeal(s) resulting from any Proceeding, including, without limitation, the premium, security for, and other costs relating to any cost bond, supersedeas bond, or other appeal bond or its equivalent and (ii) Expenses incurred in connection with the interpretation, enforcement or defense of Indemnitee's rights to indemnification or advancement under this Agreement, the LLC Agreement, the LP Agreement or any directors' and officers' liability insurance policies maintained by the Company, by litigation or otherwise, regardless of whether Indemnitee is ultimately determined to be entitled to such indemnification, advancement or insurance recovery, as the case may be. Expenses, however, shall not include amounts paid in settlement by Indemnitee or the amount of judgments or fines against Indemnitee. Should any payments by the

Company or the Partnership to or for the account of an Indemnitee under this Agreement be determined to be subject to any federal, state or local income or excise tax, Expenses shall also include such amounts as are necessary to place Indemnitee in the same after-tax position after giving effect to all applicable taxes, Indemnitee would have been in had no such tax been determined to apply to those payments.

(i) **“Independent Counsel”** means a law firm, or a member of a law firm, that is experienced in matters of corporation law and neither presently is, nor in the past five (5) years has been, retained to represent (i) any Controlled Affiliate or any affiliate thereof or Indemnitee in any matter material to any such party (other than with respect to matters concerning Indemnitee under this Agreement, or of other indemnitees under similar indemnification agreements), or (ii) any other party to the Proceeding giving rise to a claim for indemnification hereunder. Notwithstanding the foregoing, the term “Independent Counsel” shall not include any person who, under the applicable standards of professional conduct then prevailing, would have a conflict of interest in representing any of the Company, the Partnership or Indemnitee in an action to determine Indemnitee’s rights under this Agreement. The Company and the Partnership agree to pay the reasonable fees of the Independent Counsel referred to above and to fully indemnify such counsel against any and all Expenses and Losses arising out of or relating to this Agreement or its engagement pursuant hereto.

(j) **“Incumbent Directors”** means the individuals who, as of the date hereof, are Directors of the Company and any individual becoming a Director subsequent to the date hereof whose election was approved by a vote of at least two-thirds of the then Incumbent Directors.

(k) **“Losses”** means any and all Expenses, damages, losses, liabilities, judgments, fines, penalties (whether civil, criminal or other), ERISA Losses and amounts paid in settlement, including all interest, assessments and other charges paid or payable in connection with or in respect of any of the foregoing.

(l) The term **“Proceeding”** shall include any threatened, pending or completed action, suit, claim, counterclaim, cross claim, arbitration, mediation, alternate dispute resolution mechanism, investigation, inquiry, administrative hearing or any other actual, threatened or completed proceeding, whether brought by or in the right of the Company, the Partnership or any Controlled Affiliate or otherwise and whether of a civil, criminal, administrative or investigative nature, including any appeal therefrom, in which Indemnitee was, is or will be involved as a party or otherwise by reason of the fact that Indemnitee is or was a director or officer of the Company or any Controlled Affiliate, by reason of any action taken (or failure to act) by him or her, or any action (or failure to act) taken on his or her part, while acting as a director or officer of the Company or any Controlled Affiliate, or by reason of the fact that he or she is or was serving at the request of the Company in his or her Corporate Status; in each case whether or not he or she is acting or serving in any such capacity at the time any liability or expense is incurred for which indemnification, reimbursement or advancement of expenses can be provided under this Agreement, including one pending on or before the date of this Agreement, but excluding one initiated by an Indemnitee pursuant to Section 6 of this Agreement to enforce his or her rights under this Agreement; provided that, the term “Proceeding” shall not include any threatened, pending or completed action, suit, arbitration, alternate dispute resolution mechanism, investigation, inquiry, administrative hearing or any other actual, threatened or completed proceeding by Indemnitee against the Company, the Partnership, any Controlled Affiliate, or any director or officer of the Company or a Controlled Affiliate, including, without limitation, proceedings initiated by Indemnitee or involving a counterclaim by Indemnitee.

(m) References to “Company” and the Partnership shall include, in addition to the resulting or surviving entity, any constituent entity (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors, officers, employees or agents, so that if Indemnitee is or was a director, officer, employee, or agent of such constituent entity or is or was serving at the request of such constituent entity as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust or other enterprise, then Indemnitee shall stand in the same position under the provisions of this Agreement with respect to the resulting or surviving entity as Indemnitee would have with respect to such constituent entity if its separate existence had continued.

(n) Reference to “other enterprise” shall include employee benefit plans; references to “fines” shall include any excise tax assessed with respect to any employee benefit plan; references to “serving at the request of the Company” shall include any service as a director, officer, employee or agent of the Company which imposes duties on, or involves services by, such director, officer, employee or agent with respect to an employee benefit plan, its participants or beneficiaries; and a person who acted in good faith and in a manner he or she reasonably believed to be in the best interests of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner “not opposed to the best interests of the Company and the Partnership” as referred to in this Agreement.

(o) Reference to “including” shall mean “including, without limitation,” regardless of whether the words “without limitation” actually appear, references to the words “herein,” “hereof” and “hereunder” and other words of similar import shall refer to this Agreement as a whole and not to any particular paragraph, subparagraph, section, subsection or other subdivision.

3. Indemnity in Third-Party Proceedings. The Company and the Partnership shall indemnify, defend and hold harmless Indemnatee in accordance with the provisions of this Section 3 if, by reason of his or her past, present or future service in any Corporate Status, Indemnatee is, or is threatened to be made, a party to or a participant in any Proceeding other than a Proceeding by or in the right of the Company or the Partnership to procure a judgment in its favor. Pursuant to this Section 3, Indemnatee shall be indemnified to the fullest extent permitted by applicable law against all Expenses and Losses (including all interest, assessments and other charges paid or payable in connection with or in respect of such Expenses or Losses) actually and reasonably incurred by Indemnatee, or on his or her behalf, in connection with such Proceeding or any claim, issue or matter therein, if Indemnatee did not act in bad faith or engage in fraud or willful misconduct and, in the case of a criminal Proceeding, did not act with knowledge that his or her conduct was unlawful.

4. Indemnity in Proceedings by or in the Right of the Company or the Partnership. The Company and the Partnership shall indemnify, defend and hold harmless Indemnatee in accordance with the provisions of this Section 4 if, by reason of his or her past, present or future service in any Corporate Status, the Indemnatee is, or is threatened to be made, a party to or a participant in any Proceeding by or in the right of the Company or the Partnership to procure a judgment in its favor. Pursuant to this Section 4, Indemnatee shall be indemnified to the fullest extent permitted by applicable law against all Expenses and Losses actually and reasonably incurred by him or her or on his or her behalf in connection with such Proceeding or any claim, issue or matter therein, if Indemnatee did not act in bad faith or engage in fraud or willful misconduct. No indemnification for Expenses or Losses shall be made under this Section 4 in respect of any claim, issue or matter in such Proceeding as to which Indemnatee shall have been finally adjudged by a court to be liable to the Company or the Partnership unless, and then only to the extent that the Delaware Court of Chancery or any court in which the Proceeding was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, Indemnatee is fairly and reasonably entitled to indemnification.

5. Indemnification for Expenses and Losses of a Party Who is Wholly or Partly Successful. Notwithstanding any other provision of this Agreement, to the fullest extent permitted by applicable law and to the extent that Indemnatee is, by reason of his or her past, present or future service in any Corporate Status, a party to (or a participant in) and is successful, on the merits or otherwise, in any Proceeding or in defense of any claim, issue or matter therein, in whole or in part, the Company and the Partnership shall indemnify Indemnatee against all Expenses and Losses actually and reasonably incurred by him or her, or on his or her behalf, in connection therewith. If Indemnatee is not wholly successful in such Proceeding but is successful, on the merits or otherwise, as to one or more but less than all claims, issues or matters in such Proceeding, the Company and the Partnership shall indemnify Indemnatee against all Expenses and Losses actually and reasonably incurred by him or her, or on his or her behalf, in connection with each successfully resolved claim, issue or matter. If Indemnatee is not wholly successful in such Proceeding, the Company and the Partnership also shall indemnify Indemnatee against all Expenses reasonably incurred in connection with a claim, issue or matter related to any claim, issue, or matter on which Indemnatee was successful. For purposes of this Section 5 and without limitation, the termination of any claim, issue or matter in such a Proceeding by dismissal, with or without prejudice, shall be deemed to be a successful result as to such claim, issue or matter.

6. Indemnification for Expenses of a Witness. Notwithstanding any other provision of this Agreement, to the fullest extent permitted by applicable law and to the extent that Indemnatee is, by reason of his or her past, present or future service in any Corporate Status, a witness, or is made (or asked) to respond to discovery requests, in any Proceeding to which Indemnatee is not a party, he or she shall be indemnified against all Expenses actually and reasonably incurred by him or her, or on his or her behalf, in connection therewith.

7. Additional Indemnification.

(a) Notwithstanding any limitation in Sections 3, 4 or 5, the Company and the Partnership shall indemnify Indemnatee to the fullest extent permitted by applicable law if Indemnatee is a party to or threatened to be made a party to any Proceeding (including a Proceeding by or in the right of the Company to procure a judgment in its favor) against all Expenses and Losses (including all interest, assessments and other charges paid or payable in connection with or in respect to such Expenses or Losses) actually and reasonably incurred by Indemnatee in connection with the Proceeding; provided, however, that the Company shall have the right to consent to any settlement, which consent shall not be unreasonably withheld. No indemnity shall be made under this Section 7(a) on account of Indemnatee's conduct which is an act or omission in bad faith or which involves fraud or willful misconduct.

(b) For purposes of this Agreement, the meaning of the phrase "to the fullest extent permitted by applicable law" shall include, but not be limited to: (i) to the fullest extent permitted by the provisions of the LLC Act and the LP Act that authorize or contemplate additional indemnification by agreement, or the corresponding provision of any amendment to or replacement of the those acts; and (ii) to the fullest extent authorized or permitted by any amendments to or replacements of those acts adopted after the date of this Agreement that increase the extent to which an applicable entity may indemnify its officers and directors and persons serving in certain other capacities at the request of the entity.

8. Exclusions. Notwithstanding any other provision in this Agreement, neither the Company nor the Partnership shall be obligated under this Agreement to make any indemnity in connection with any claim made against Indemnatee:

(a) for which payment has actually been made to or on behalf of Indemnatee under any insurance policy or under another valid and enforceable indemnity provision, except with respect to any excess beyond the amount paid under any insurance policy or other indemnity provision and except for any payments which are required to be disgorged by Indemnatee; or

(b) for an accounting of profits made from the purchase and sale (or sale and purchase) by Indemnatee of securities of the Partnership within the meaning of Section 16(b) of the Exchange Act or similar provisions of other federal or state statutory law or common law; or

(c) except as otherwise provided in Section 13(f), prior to a Change in Control, in connection with any Proceeding (or any part of any Proceeding) initiated by Indemnatee (other than any cross claim or counterclaim asserted by the Indemnatee), including any Proceeding (or any part of any Proceeding) initiated by Indemnatee against the Company, the Partnership or the directors, officers, employees or other indemnitees of the Company or the Partnership, unless (i) such indemnification is expressly required to be made by applicable law, (ii) the Board authorized the Proceeding (or any part of the Proceeding) prior to its initiation, (iii) such payment arises in connection with any compulsory counterclaim or cross claim brought or raised by Indemnatee in any Proceeding (or any part of any Proceeding) or (iv) the Company or the Partnership provides the indemnification, in the sole discretion of the Company, pursuant to the powers vested in the Company or the Partnership to the fullest extent permitted by applicable law.

9. Advances of Expenses. Notwithstanding any provision of this Agreement to the contrary, to the fullest extent permitted by applicable law, the Company and the Partnership agree to advance, pay or reimburse (without duplication) all Expenses incurred by or on behalf of Indemnatee, or which Indemnatee determines are reasonably likely to be paid or incurred by Indemnatee, in connection with any Proceeding by reason of his or her past, present or future service in any Corporate Status, within ten (10) days after the receipt by the Company of a statement or statements from Indemnatee requesting such

advance or advances from time to time, whether prior to or after final disposition of any Proceeding; *provided* that Indemnatee shall repay, without interest any amounts actually advanced to Indemnatee that, at the final disposition of the Proceeding to which the advance related, were in excess of amounts paid or payable by Indemnatee in respect of such Expenses relating to, arising out of or resulting from such Proceeding. Indemnatee's right to such advancement is not subject to the satisfaction of any standard of conduct and is not conditioned upon any prior determination that Indemnatee is entitled to indemnification under this Agreement with respect to the Proceeding or the absence of any prior determination to the contrary. Advances shall be made without regard to Indemnatee's ability to repay the expenses and without regard to Indemnatee's ultimate entitlement to indemnification under the other provisions of this Agreement. Advances shall be unsecured and interest free. Advances shall include any and all reasonable Expenses incurred pursuing an action to enforce this right of advancement, including Expenses incurred preparing and forwarding statements to the Company to support the advances claimed. Indemnatee shall qualify for advances solely upon the execution and delivery to the Company of an undertaking providing that Indemnatee undertakes to repay the advance to the extent that it is ultimately determined that Indemnatee is not entitled to be indemnified by the Company and the Partnership against such Expenses. This Section 9 shall not apply to any claim made by Indemnatee for which indemnity is excluded pursuant to Section 8. Indemnatee agrees that Indemnatee shall reimburse the Company and/or the Partnership for all Expenses advanced by the Company and/or the Partnership pursuant to this Section 9 in the event and only to the extent that it shall be determined by final judgment or other final adjudication under the provisions of any applicable law (as to which all rights of appeal therefrom have been exhausted or lapsed) that Indemnatee is not entitled to be indemnified by the Company and/or the Partnership for such Expenses.

10. Procedure for Notification and Defense of Claim. It is the intent of this Agreement to secure for Indemnatee rights of indemnity that are as favorable as may be permitted under the law and public policy of the State of Delaware. Accordingly, the parties agree that the following procedures and presumptions shall apply in the event of any question as to whether Indemnatee is entitled to indemnification under this Agreement:

(a) To obtain indemnification under this Agreement, Indemnatee shall submit to the Company a written request, including a brief description of the Proceeding based on the information then available to Indemnatee. The failure to notify the Company will not relieve the Company or the Partnership from any liability which it may have to Indemnatee under this Agreement except, and to the extent that, the failure of Indemnatee to provide such notice actually and materially adversely affects the Company's or the Partnership's rights, legal position, ability to defend or ability to obtain insurance coverage with respect to such Proceeding. The omission to notify the Company will not relieve the Company or the Partnership from any liability which it may have to Indemnatee otherwise than under this Agreement. The Secretary of the Company shall, promptly upon receipt of such a request for indemnification, advise the Board in writing that Indemnatee has requested indemnification.

(b) If the Company or the Partnership shall be obligated to pay the Expenses of any Proceeding against Indemnatee, the Company and the Partnership shall be entitled to assume and control the defense of such Proceeding (with counsel consented to by Indemnatee, which consent shall not be unreasonably withheld), upon the delivery to Indemnatee of written notice of its election so to do. After delivery of such notice, consent to such counsel by Indemnatee and the retention of such counsel by the Company, neither the Company nor the Partnership will be liable to Indemnatee under this Agreement for any fees of counsel subsequently incurred by Indemnatee with respect to the same Proceeding, provided that if (i) the employment of separate counsel by Indemnatee has been previously authorized by the Company, (ii) Indemnatee or counsel selected by the Company shall have concluded that there may be a conflict of interest between the Company or the Partnership, on the one hand, and Indemnatee or among Indemnitees jointly represented in the conduct of any such defense, on the other hand, or (iii) the Company and the Partnership shall not, in fact, have employed counsel, to which Indemnatee has consented as aforesaid, to assume the defense of such Proceeding, then the reasonable fees and expenses of Indemnatee's counsel shall be at the expense of the Company and the Partnership. Notwithstanding the foregoing, Indemnatee shall have the right to employ counsel in any such Proceeding at Indemnatee's expense.

(c) The Company and the Partnership will be entitled to participate in the Proceeding at their own expense. Neither the Company nor the Partnership will, without prior written consent of Indemnatee, effect any settlement of a claim against Indemnatee in any threatened or pending Proceeding unless such settlement solely involves the payment of money and includes an unconditional release of Indemnatee from all liability on any claims that are or were threatened to be made against Indemnatee in the Proceeding.

11. Procedure Upon Application for Indemnification.

(a) Upon written request by Indemnatee for indemnification pursuant to the first sentence of Section 10(a), a determination, if required by applicable law, with respect to Indemnatee's entitlement thereto shall be made in the specific case: (i) if a Change in Control shall have occurred, by Independent Counsel in a written opinion to the Board, a copy of which shall be delivered to Indemnatee; or (ii) if a Change in Control shall not have occurred, (A) by a majority vote of the Disinterested Directors, even though less than a quorum of the Board, (B) by a committee of Disinterested Directors designated by a majority vote of the Disinterested Directors, even though less than a quorum of the Board, (C) if there are no such Disinterested Directors, or if such Disinterested Directors so direct, by Independent Counsel in a written opinion to the Board, a copy of which shall be delivered to Indemnatee, or (D) if so directed by the Board, by the member(s) of the Company. If it is so determined that Indemnatee is entitled to indemnification, payment to Indemnatee shall be made within ten (10) calendar days after such determination. Indemnatee shall cooperate with the person, persons or entity making such determination with respect to Indemnatee's entitlement to indemnification, including providing to such person, persons or entity upon reasonable advance request any documentation or information which is not privileged or otherwise protected from disclosure and which is reasonably available to Indemnatee and reasonably necessary to such determination. Any costs or expenses (including attorneys' fees and expenses and disbursements) incurred by Indemnatee in so cooperating with the person, persons or entity making such determination shall be borne by the Company or the Partnership (irrespective of the determination as to Indemnatee's entitlement to indemnification) and the Company and the Partnership hereby agree to indemnify and to hold Indemnatee harmless therefrom.

(b) In the event the determination of entitlement to indemnification is to be made by Independent Counsel pursuant to Section 11(a) hereof, the Independent Counsel shall be selected as provided in this Section 11(b). If a Change in Control shall not have occurred, the Independent Counsel shall be selected by the Board, and the Company shall give written notice to Indemnatee advising him or her of the identity of the Independent Counsel so selected. If a Change in Control shall have occurred, the Independent Counsel shall be selected by Indemnatee (unless Indemnatee shall request that such selection be made by the Board, in which event the preceding sentence shall apply), and Indemnatee shall give written notice to the Company advising it of the identity of the Independent Counsel so selected. In either event, Indemnatee or the Company, as the case may be, may, within ten (10) calendar days after such written notice of selection shall have been given, deliver to the Company or to Indemnatee, as the case may be, a written objection to such selection. Such objection may be asserted only on the ground that the Independent Counsel so selected does not meet the requirements of "**Independent Counsel**" as defined in Section (2)(g) of this Agreement, and the objection shall set forth with particularity the factual basis of such assertion. Absent a proper and timely objection, the person so selected shall act as Independent Counsel. If such written objection is so made and substantiated, the Independent Counsel so selected may not serve as Independent Counsel unless and until such objection is withdrawn or a court of competent jurisdiction has determined that such objection is without merit. If, within twenty (20) calendar days after submission by Indemnatee of a written request for indemnification pursuant to Section 10(a) hereof, no Independent Counsel shall have been selected and not objected to, either the Company or Indemnatee may petition the Delaware Court or other court of competent jurisdiction (the "**Court**") for resolution of any objection which shall have been made by the Company or Indemnatee to the other's selection of Independent Counsel and/or for the appointment as Independent Counsel of a person selected by the Court or by such other person as the Court shall designate, and the person with respect to whom all objections are so resolved or the person so appointed shall act as Independent Counsel under Section 11(a) hereof. Upon the due commencement of any judicial proceeding or arbitration pursuant to Section 13(a) of this Agreement, Independent Counsel shall be discharged and relieved of any further responsibility in such capacity (subject to the applicable standards of professional conduct then prevailing).

(c) The Company and the Partnership agree to pay any and all reasonable fees and expenses incurred by such Independent Counsel in connection with acting pursuant to Section 11), to fully indemnify such Independent Counsel against any and all Expenses and Losses arising out of or relating to this Agreement or its engagement pursuant hereto, and to pay all reasonable fees and expenses incurred by the Company, the Partnership and the Indemnatee incident to the procedures of this Section 11, regardless of the manner in which such Independent Counsel was selected or appointed.

12. Presumptions and Effect of Certain Proceedings.

(a) In making a determination with respect to entitlement to indemnification hereunder, the person or persons or entity making such determination shall presume that Indemnatee is entitled to indemnification under this Agreement if Indemnatee has submitted a request for indemnification in accordance with Section 10(a) of this Agreement, and the Company or the Partnership, as applicable, shall have the burden of proof to overcome that presumption in connection with the making by any person, persons or entity of any determination contrary to that presumption. Neither the failure of the Company (including by its Directors or independent legal counsel) to have made a determination prior to the commencement of any action pursuant to this Agreement that indemnification is proper in the circumstances because Indemnatee has met the applicable standard of conduct, nor an actual determination by the Company or the Partnership (including by its Directors or independent legal counsel) that Indemnatee has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that Indemnatee has not met the applicable standard of conduct.

(b) If the person, persons or entity empowered or selected under Section 11 of this Agreement to determine whether Indemnatee is entitled to indemnification shall not have made a determination within sixty (60) calendar days after receipt by the Company of the request therefor, the requisite determination of entitlement to indemnification shall be deemed to have been made and Indemnatee shall be entitled to such indemnification, absent (i) a misstatement by Indemnatee of a material fact, or an omission of a material fact necessary to make Indemnatee's statement not materially misleading, in connection with the request for indemnification, or (ii) a prohibition of such indemnification under applicable law. Such 60-day period shall be extended for a reasonable time, not to exceed an additional thirty (30) calendar days, if the person, persons or entity making the determination with respect to entitlement to indemnification in good faith requires such additional time to obtain or evaluate documentation and/or information relating thereto. The foregoing provisions of this Section 12(b) shall not apply if the determination of entitlement to indemnification is made by Independent Counsel pursuant to Section 11(a) of this Agreement.

(c) Indemnatee shall cooperate with the person, persons or entity making such determination with respect to Indemnatee's entitlement to indemnification, including providing to such person, persons or entity upon reasonable advance request any documentation or information which is not privileged or otherwise protected from disclosure and which is reasonably available to Indemnatee and reasonably necessary to such determination. Any Independent Counsel, member of the Board or member of the Company shall act reasonably and in good faith in making a determination regarding the Indemnatee's entitlement to indemnification under this Agreement. Any costs or expenses (including attorneys' fees and disbursements) incurred by Indemnatee in so cooperating with the person, persons or entity making such determination shall be borne by the Company and the Partnership (irrespective of the determination as to Indemnatee's entitlement to indemnification) and the Company and the Partnership hereby indemnify and agree to hold Indemnatee harmless therefrom.

(d) In the event that any action, suit or proceeding to which Indemnatee is a party is resolved in any manner other than by adverse judgment against Indemnatee (including, without limitation, settlement of such action, suit or proceeding with or without payment of money or other consideration) it shall be presumed that Indemnatee has been successful on the merits or otherwise in such action, suit or proceeding. Anyone seeking to overcome this presumption shall have the burden of proof and the burden of persuasion by clear and convincing evidence.

(e) The termination of any Proceeding or of any claim, issue or matter therein, by judgment, order, settlement or conviction, or upon a plea of *nolo contendere* or its equivalent, shall not (except as otherwise expressly provided in this Agreement) of itself adversely affect the right of

Indemnatee to indemnification or create a presumption that Indemnatee acted in bad faith or engaged in fraud or willful misconduct or, with respect to any criminal Proceeding, that Indemnatee had knowledge that his or her conduct was unlawful.

(f) For purposes of any determination of good faith, Indemnatee shall be deemed to have acted in good faith if Indemnatee's action is based on the records or books of account of the Company, the Partnership or a Controlled Affiliate, including financial statements, or on information supplied to Indemnatee by the officers of the Company or the Controlled Affiliate in the course of their duties, or on the advice of legal counsel for the Company, the Partnership or a Controlled Affiliate or on information or records given or reports made to the Company, the Partnership or a Controlled Affiliate by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Company or a Controlled Affiliate. The provisions of this Section 12(f) shall not be deemed to be exclusive or to limit in any way the other circumstances in which Indemnatee may be deemed to have met the applicable standard of conduct set forth in this Agreement. Whether or not the foregoing provisions of this Section 12(f) are satisfied, it shall in any event be presumed that Indemnatee has at all times acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Company and the Partnership. Anyone seeking to overcome this presumption shall have the burden of proof and the burden of persuasion by clear and convincing evidence.

(g) The knowledge and/or actions, or failure to act, of any director, trustee, partner, managing member, fiduciary, officer, agent or employee of the Company, the Partnership or a Controlled Affiliate shall not be imputed to Indemnatee for purposes of determining the right to indemnification under this Agreement.

13. Remedies of Indemnatee.

(a) In the event that (i) a determination is made pursuant to Section 11 of this Agreement that Indemnatee is not entitled to indemnification under this Agreement, (ii) advancement of Expenses is not timely made pursuant to Section 9 of this Agreement, (iii) no determination of entitlement to indemnification shall have been made pursuant to Section 11(a) of this Agreement within the time period specified in Section 12(b) of this Agreement, (iv) payment of indemnification is not made pursuant to Section 5, 6 or 7, or the last sentence of Section 11(a) of this Agreement within ten (10) calendar days after receipt by the Company of a written request therefor, or (v) payment of indemnification pursuant to Section 3, 4 or 7 of this Agreement is not made within ten (10) days after a determination has been made that Indemnatee is entitled to indemnification or such determination is deemed to have been made pursuant to Section 12(b) of this Agreement, Indemnatee shall be entitled to an adjudication in the Delaware Court, or in any other court of competent jurisdiction, of his or her entitlement to such indemnification or advancement of Expenses. Alternatively, Indemnatee, at his or her sole option, may seek an award in arbitration to be conducted by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Neither the Company nor the Partnership shall oppose Indemnatee's right to seek any such adjudication or award in arbitration.

(b) In the event that a determination shall have been made pursuant to Section 11(a) of this Agreement that Indemnatee is not entitled to indemnification, any judicial proceeding or arbitration commenced pursuant to this Section 13 shall be conducted in all respects as a de novo trial, or arbitration, on the merits, and Indemnatee shall not be prejudiced by reason of that adverse determination. In any judicial proceeding or arbitration commenced pursuant to this Section 13, the Company and the Partnership shall have the burden of proving Indemnatee is not entitled to indemnification of Expenses and Losses or advancement of Expenses, as the case may be.

(c) If a determination shall have been made pursuant to Section 11(a) of this Agreement that Indemnatee is entitled to indemnification, the Company and the Partnership shall be bound by such determination in any judicial proceeding or arbitration commenced pursuant to this Section 13, absent (i) a misstatement by Indemnatee of a material fact, or an omission of a material fact necessary to make Indemnatee's misstatement not materially misleading in connection with the application for indemnification, or (ii) a prohibition of such indemnification under applicable law.

(d) In the event that Indemnatee, pursuant to this Section 13, seeks a judicial adjudication of his or her rights under, or to recover damages for breach of, this Agreement, or to recover under any directors' and officers' liability insurance policies maintained by the Company or the Partnership, the Company and the Partnership shall pay on his or her behalf, in advance, any and all expenses (of the types described in the definition of Expenses in Section 2 of this Agreement) actually and reasonably incurred by him or her in such judicial adjudication, regardless of whether Indemnatee ultimately is determined to be entitled to such indemnification, advancement of expenses or insurance recovery.

(e) The Company and the Partnership shall be precluded from asserting in any judicial proceeding or arbitration commenced pursuant to this Section 13 that the procedures and presumptions of this Agreement are not valid, binding and enforceable and shall stipulate in any such court or before any such arbitrator that the Company or the Partnership, as applicable, is bound by all the provisions of this Agreement.

(f) The Company and the Partnership shall indemnify Indemnatee to the fullest extent permitted by law against any and all Expenses and Losses and, if requested by Indemnatee, shall (within ten (10) calendar days after receipt by the Company of a written request therefor) advance, to the extent not prohibited by Section 402 of the Sarbanes-Oxley Act of 2002 or other applicable law, such Expenses to Indemnatee, which are incurred by Indemnatee in connection with any action brought by Indemnatee for indemnification of Expenses or Losses or advance of Expenses from the Company or the Partnership under this Agreement, any other agreement or provision of the LLC Agreement or the LP Agreement, or under any directors' and officers' liability insurance policies maintained by the Company or the Partnership, regardless of whether Indemnatee ultimately is determined to be entitled to such indemnification, advancement of Expenses or insurance recovery, as the case may be. It is the intent of the Company and the Partnership that, to the fullest extent permitted by law, the Indemnatee shall not be required to incur legal fees or other Expenses associated with the interpretation, enforcement or defense of Indemnatee's rights under this Agreement by litigation or otherwise because the cost and expense thereof would substantially detract from the benefits intended to be extended to the Indemnatee hereunder.

(g) Notwithstanding anything in this Agreement to the contrary, no determination as to entitlement to indemnification under this Agreement shall be required to be made prior to the final disposition of the Proceeding.

14. Liability Insurance. The Company represents to Indemnatee that it presently has in place certain directors' and officers' liability insurance policies ("**D&O Policies**") covering the directors and officers of the Company and any Controlled Affiliate for losses from wrongful acts. Subject only to the provisions of this Section 14, the Company agrees that for the duration of Indemnatee's service as a director and/or officer of the Company and/or any Controlled Affiliate, and thereafter for so long as Indemnatee shall be subject to any pending or possible Proceeding, the Company shall use commercially reasonable efforts (taking into account the scope and amount of coverage available relative to the cost thereof) to cause to be maintained in effect one or more policies of directors' and officers' liability insurance with reputable insurers providing coverage for directors and/or officers of the Company, the Partnership and any Controlled Affiliate that is at least substantially comparable in scope and amount to that provided by the Company's current policies of directors' and officers' liability insurance. Without limiting the generality or effect of the two immediately preceding sentences, the Company shall not discontinue or significantly reduce the scope or amount of coverage from one policy period to the next (i) without the prior approval thereof by a majority vote of the Incumbent Directors, even if less than a quorum, or (ii) if at the time that any such discontinuation or significant reduction in the scope or amount of coverage is proposed there are no Incumbent Directors, without the prior written consent of Indemnatee (which consent shall not be unreasonably withheld or delayed). In all policies of directors' and officers' liability insurance obtained by the Company, Indemnatee shall be named as an insured in such a manner as to provide Indemnatee the same rights and benefits, subject to the same limitations, as are accorded to the Company's directors, managers and officers most favorably insured by such policy. The Company may, but shall not be required to, create a trust fund, grant a security interest or use other means, including a letter of credit, to ensure the payment of such amounts as may be necessary to satisfy its obligations to indemnify and advance expenses pursuant to this Agreement. Upon request by Indemnatee, the Company shall provide copies of all D&O Policies (including insurance applications, binders,

policies, declarations, endorsements and other related materials) obtained and maintained in accordance with this Section 14.

15. Non-Exclusivity; Survival of Rights; Insurance; Primacy of Indemnification; Subrogation.

(a) The rights of indemnification and to receive advancement of Expenses as provided by this Agreement shall not be deemed exclusive of any other rights to which Indemnitee may at any time be entitled under applicable law, the LLC Agreement, the LP Agreement, any other agreement, or otherwise. No amendment, alteration or repeal of this Agreement or of any provision hereof shall limit or restrict any right of Indemnitee under this Agreement in respect of any action taken or omitted by such Indemnitee in his or her Corporate Status prior to such amendment, alteration or repeal. To the extent that a change in Delaware law, whether by statute or judicial decision, permits greater indemnification or advancement of Expenses than would be afforded currently under the LLC Agreement, the LP Agreement and this Agreement, it is the intent of the parties hereto that Indemnitee shall enjoy by this Agreement the greater benefits so afforded by such change. No right or remedy herein conferred is intended to be exclusive of any other right or remedy, and every other right and remedy shall be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other right or remedy.

(b) To the extent that the Company maintains an insurance policy or policies providing liability insurance for directors, officers, trustees, partners, managing members, fiduciaries, employees, or agents of the Company, the Partnership or of any Controlled Affiliate which such person serves at the request of the Company or the Partnership, Indemnitee shall be an insured under such policy or policies in accordance with its or their terms to the maximum extent of the coverage available for any director, officer, trustee, partner, managing member, fiduciary, employee or agent under such policy or policies. The Company and the Partnership may, but will not be required to, create a trust fund, grant a security interest or use other means, including, without limitation, a letter of credit, to ensure the payment of such amounts as may be necessary to satisfy the obligations to indemnify and advance Expenses pursuant to this Agreement. If, at the time of the receipt of a notice of a claim pursuant to the terms hereof, the Company has directors' and officers' liability insurance in effect, the Company shall give prompt notice of the commencement of such Proceeding to the insurers in accordance with the procedures set forth in the respective policies. The Company and Indemnitee shall mutually cooperate and take all reasonable actions to cause such insurers to pay, on behalf of the insureds, all amounts payable as a result of such Proceeding in accordance with the terms of all applicable policies. The failure or refusal of any such insurer to pay any such amount shall not affect or impair the obligations of the Company and the Partnership under this Agreement.

(c) In the event of any payment under this Agreement, the Company or the Partnership, as applicable, shall be subrogated to the extent of such payment to all of the rights of recovery of Indemnitee, who shall execute all papers required and take all action necessary to secure such rights, including execution of such documents as are necessary to enable the Company or the Partnership to bring suit to enforce such rights.

(d) Neither the Company nor the Partnership shall be liable under this Agreement to make any payment of amounts otherwise indemnifiable hereunder (or for which advancement is provided hereunder) if and to the extent that Indemnitee has otherwise actually received such payment under the LLC Agreement, the LP Agreement or any insurance policy, contract, agreement or otherwise.

(e) The Company's and the Partnership's obligations to indemnify or advance Expenses hereunder to Indemnitee who is or was serving at the request of the Company as a director, officer, trustee, partner, managing member, fiduciary, employee or agent of any Controlled Affiliate shall be reduced by any amount Indemnitee has actually received as indemnification or advancement of expenses from such other Controlled Affiliate.

16. Duration of Agreement, Successors and Assigns. This Agreement shall continue until and terminate upon the later of: (a) ten (10) years after Indemnitee has ceased to occupy any positions or have

any relationships described in Section 1 of this Agreement; and (b) the final termination of all actions, suits, Proceedings, or investigations pending or threatened during such ten (10) year period to which Indemnitee may be subject by reason of the fact that Indemnitee is or was a director, officer, trustee, partner, managing member, fiduciary, employee or agent of the Company or any Controlled Affiliate which Indemnitee served at the request of the Company or by reason of anything done or not done by Indemnitee in any such capacity. This Agreement shall be binding upon the Company, the Partnership and their respective successors and assigns (including any direct or indirect successor by purchase, merger, consolidation or otherwise to all or substantially all of the business or assets of the Partnership), and shall inure to the benefit of and be enforceable by the Indemnitee and his or her personal and legal representatives, spouses, heirs, executors, administrators, distributees, legatees and other successors.

17. Severability. If any provision or provisions of this Agreement or any application of any provision hereof shall be held to be invalid, illegal or unenforceable for any reason whatsoever: (a) the validity, legality and enforceability of the remaining provisions of this Agreement (including, without limitation, each portion of any Section of this Agreement containing any such provision held to be invalid, illegal or unenforceable, that is not itself invalid, illegal or unenforceable) shall not in any way be affected or impaired thereby and shall remain enforceable to the fullest extent permitted by law; (b) such provision or provisions shall be deemed reformed to the extent necessary to conform to applicable law and to give the maximum effect to the intent of the parties hereto; and (c) to the fullest extent possible, the provisions of this Agreement (including, without limitation, each portion of any Section of this Agreement containing any such provision held to be invalid, illegal or unenforceable, that is not itself invalid, illegal or unenforceable) shall be construed so as to give effect to the intent manifested thereby. In the event that any court shall decline to reform a provision of the Agreement held to be invalid, unenforceable or otherwise illegal as contemplated by the preceding sentence, the parties hereto shall take all actions as may be necessary or appropriate to replace the provision so held to be invalid, unenforceable or otherwise illegal with one or more alternative provisions that effectuate the purpose and intent of the original provisions of this Agreement as fully as possible without being invalid, unenforceable or otherwise illegal.

18. Enforcement.

(a) The Company and the Partnership expressly confirm and agree that they have entered into this Agreement and assumed the obligations imposed on it hereby in order to induce Indemnitee to serve as a director or officer of the Company and/or one or more Controlled Affiliates. The Company and the Partnership acknowledge that Indemnitee is relying upon this Agreement in agreeing to serve and continuing to serve as a director or officer of the Company and/or one or more Controlled Affiliates.

(b) This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral, written and implied, between the parties hereto with respect to the subject matter hereof; provided, however, that this Agreement is a supplement to and in furtherance of the LLC Agreement, the LP Agreement and applicable law, and shall not be deemed a substitute therefor, nor to diminish or abrogate any rights of Indemnitee thereunder.

(c) The indemnification of Expenses and Losses and advancement of Expenses provided by or granted pursuant to this Agreement shall apply to Indemnitee's service as a (i) director or officer of the Company prior to the date of this Agreement and (ii) director, officer, trustee, partner, managing member, fiduciary, employee or agent of any Controlled Affiliate which Indemnitee served at the request of the Company prior to the date of this Agreement.

(d) The Company shall not seek from a court, or agree to, a "bar order" which would have the effect of prohibiting or limiting the Indemnitee's rights to receive advancement of expenses under this Agreement.

19. Modification and Waiver. No supplement, modification, termination, waiver or amendment of this Agreement shall be binding unless executed in writing by both of the parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any

other provisions of this Agreement (whether or not similar) nor shall any waiver constitute a continuing waiver. No delay on the part of any party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

20. Notice by Indemnatee. Indemnatee agrees promptly to notify the Company in writing upon being served with or otherwise receiving any summons, citation, subpoena, complaint, indictment, information or other document relating to any Proceeding or matter which may be subject to indemnification or advancement of Expenses covered hereunder. The failure of Indemnatee to so notify the Company shall not relieve the Company or the Partnership of any obligation which it may have to Indemnatee under this Agreement or otherwise.

21. Notices. Any notices, requests, demands or other communications required or permitted under, or otherwise in connection with, this Agreement shall be in writing and shall be deemed to have been duly given when (a) delivered in person to the party to be notified, (b) upon confirmation of receipt when transmitted by facsimile transmission (but only if followed by transmittal by national overnight courier or hand for delivery on the next business day), (c) upon confirmation of receipt when sent by electronic mail, (d) on receipt after dispatch by registered or certified mail, postage prepaid, or (e) on the next business day if transmitted by national overnight courier for delivery on the next business day, in each case as follows: (i) if to the Company, to: Delek Logistics GP, LLC, 7102 Commerce Way, Brentwood, Tennessee 37027, Attention: General Counsel (or Attention: Chief Executive Officer if the General Counsel is the Indemnatee), or to such other address as shall be furnished in writing to Indemnatee by the Company; and (ii) if to Indemnatee, to such address as set forth below Indemnatee's name on the signature page to this Agreement, or to such other address as shall be furnished in writing by Indemnatee to the Company.

22. Contribution.

(a) Whether or not the indemnification provided in Sections 3, 4 and 5 hereof is available, in respect of any Proceeding in which the Company or the Partnership is jointly liable with Indemnatee (or would be if joined in such Proceeding), the Company and the Partnership shall pay, in the first instance, the entire amount of any judgment or settlement of such Proceeding without requiring Indemnatee to contribute to such payment and the Company and the Partnership hereby waive and relinquish any right of contribution either may have against Indemnatee. The Company and the Partnership shall not enter into any settlement of any Proceeding in which the Company or the Partnership is jointly liable with Indemnatee (or would be if joined in such Proceeding) unless such settlement provides for a full and final release of all claims asserted against Indemnatee.

(b) Without diminishing or impairing the obligations of the Company and the Partnership set forth in the preceding subparagraph, if, for any reason, Indemnatee shall elect or be required to pay all or any portion of any Expenses or Losses related to a Proceeding in which the Company or the Partnership is jointly liable with Indemnatee (or would be if joined in such Proceeding), the Company and the Partnership shall contribute to the amount of Expenses and Losses paid in settlement actually and reasonably incurred and paid or payable by Indemnatee in proportion to the relative benefits received by the Company and the Partnership and all officers, directors or employees of the Company and the Partnership, other than Indemnatee, who are jointly liable with Indemnatee (or would be if joined in such Proceeding), on the one hand, and Indemnatee, on the other hand, from the transaction or events from which such Proceeding arose; provided, however, that the proportion determined on the basis of relative benefit may, to the extent necessary to conform to law, be further adjusted by reference to the relative fault of the Company and the Partnership and all officers, directors or employees of the Company and the Partnership other than Indemnatee who are jointly liable with Indemnatee (or would be if joined in such Proceeding), on the one hand, and Indemnatee, on the other hand, in connection with the transaction or events that resulted in such Expenses and/or Losses, as well as any other equitable considerations which applicable law may require to be considered. The relative fault of the Company and the Partnership and all officers, directors or employees of the Company and the Partnership, other than Indemnatee, who are jointly liable with Indemnatee (or would be if joined in such Proceeding), on the one hand, and Indemnatee, on the other hand, shall be determined by reference to, among other things, the degree to which their actions were motivated by intent to gain personal profit or

advantage, the degree to which their liability is primary or secondary and the degree to which their conduct is active or passive.

(c) The Company hereby agrees to fully indemnify and hold Indemnatee harmless from any claims of contribution which may be brought by officers, directors, or employees of the Company and the Partnership, other than Indemnatee, who may be jointly liable with Indemnatee.

(d) To the fullest extent permissible by applicable law, if the indemnification provided for in this Agreement is unavailable to Indemnatee for any reason whatsoever, the Company and the Partnership, in lieu of indemnifying Indemnatee, shall contribute to the amount incurred by Indemnatee, whether for Losses and/or for Expenses, in connection with any claim relating to an indemnifiable event under this Agreement, in such proportion as is deemed fair and reasonable in light of all of the circumstances of such Proceeding in order to reflect (i) the relative benefits received by the Company, the Partnership and Indemnatee as a result of the event(s) and/or transaction(s) giving cause to such Proceeding and/or (ii) the relative fault of the Company (and its directors, officers, employees and agents), the Partnership and Indemnatee in connection with such event(s) and/or transaction(s).

23. Applicable Law and Consent to Jurisdiction. This Agreement and the legal relations among the parties shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, without regard to its conflict of laws rules. Except with respect to any arbitration commenced by Indemnatee pursuant to Section 13 of this Agreement, the Company, the Partnership and Indemnatee hereby irrevocably and unconditionally (i) agree that any action or proceeding arising out of or in connection with this Agreement shall be brought only in the Chancery Court of the State of Delaware (the “**Delaware Court**”), and not in any other state or federal court in the United States of America or any court in any other country, (ii) consent to submit to the exclusive jurisdiction of the Delaware Court for purposes of any action or proceeding arising out of or in connection with this Agreement, (iii) waive any objection to the laying of venue of any such action or proceeding in the Delaware Court, and (iv) waive, and agree not to plead or to make, any claim that any such action or proceeding brought in the Delaware Court has been brought in an improper or inconvenient forum.

24. Entire Agreement. This Agreement and the documents referred to herein constitute the entire agreement between the parties hereto with respect to the matters covered hereby, and any other prior or contemporaneous oral or written understandings or agreements with respect to the matters covered hereby are superseded by this Agreement, provided that this Agreement is a supplement to and in furtherance of the LLC Agreement, the LP Agreement and applicable law, and shall not be deemed a substitute therefor, nor to diminish or abrogate any rights of Indemnatee thereunder.

25. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original but all of which together shall constitute one and the same Agreement. Only one such counterpart signed by the party against whom enforceability is sought needs to be produced to evidence the existence of this Agreement. Counterparts may be delivered via electronic mail (including pdf or electronic signature, *e.g.*, www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

26. Miscellaneous. Use of the masculine pronoun shall be deemed to include usage of the feminine pronoun where appropriate. The headings of the paragraphs of this Agreement are inserted for convenience only and shall not be deemed to constitute part of this Agreement or to affect the construction thereof.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed as of the day and year first above written.

DELEK LOGISTICS GP, LLC

By:____
Name:____
Title:____

By:____
Name:____
Title:____

DELEK LOGISTICS PARTNERS, LP

By its General Partner, Delek Logistics GP, LLC

By:____
Name:____
Title:____

By:____
Name:____
Title:____

INDEMNITEE

Name:

Address:

Delek Logistics Partners, LP
Subsidiaries of the Registrant

Company Name:	State of Incorporation:
Delek Logistics Operating, LLC	DE
Delek Marketing & Supply, LP	DE
Delek Marketing GP, LLC	DE
Delek Crude Logistics, LLC	TX
Delek Marketing-Big Sandy, LLC	TX
Paline Pipeline Company, LLC	TX
Magnolia Pipeline Company, LLC	DE
SALA Gathering Systems, LLC	TX
El Dorado Pipeline Company, LLC	DE
DKL Caddo, LLC	DE
DKL RIO, LLC	DE
DKL Permian Gathering, LLC	TX
DKL Big Spring, LLC	DE
Delek Logistics Finance Corp	DE
DKL Pipeline, LLC	DE
DKL Transportation, LLC	DE

Delek Logistics Partners, LP**Subsidiary Guarantors of Delek Logistics Partners, LP**

Company Name:	State of Incorporation:
Delek Logistics Operating, LLC	DE
Delek Marketing & Supply, LP	DE
Delek Marketing GP, LLC	DE
Delek Crude Logistics, LLC	TX
Delek Marketing-Big Sandy, LLC	TX
Paline Pipeline Company, LLC	TX
Magnolia Pipeline Company, LLC	DE
SALA Gathering Systems, LLC	TX
El Dorado Pipeline Company, LLC	DE
DKL Caddo, LLC	DE
DKL RIO, LLC	DE
DKL Permian Gathering, LLC	TX
DKL Big Spring, LLC	DE
Delek Logistics Finance Corp	DE
DKL Pipeline, LLC	DE
DKL Transportation, LLC	DE

Each of the above subsidiaries of Delek Logistics Partners, LP has unconditionally guaranteed on a senior unsecured, joint and several basis the Partnership's 6.750% Senior Notes Due 2025, other than Delek Logistics Finance Corp which is a co-issuer of the securities with the Partnership.

Consent of Independent Registered Public Accounting Firm

We consent to the incorporation by reference in the Registration Statements (Form S-8 No. 333-185264 and Form S-8 No. 333-256954) pertaining to the Delek Logistics GP, LLC 2012 Long-Term Incentive Plan and the Registration Statement (Form S-3 No. 333-248202) of our reports dated February 25, 2022, with respect to the consolidated financial statements of Delek Logistics Partners, LP, and the effectiveness of internal control over financial reporting of Delek Logistics Partners, LP, included in this Annual Report (Form 10-K) for the year ended December 31, 2021.

Nashville, Tennessee
February 25, 2022

Consent of Independent Public Accounting Firm

We consent to the incorporation by reference in the Registration Statements (Form S-8 No. 333-185264 and Form S-8 No. 333-256954) pertaining to the Delek Logistics GP, LLC 2012 Long-Term Incentive Plan and the Registration Statement (Form S-3 No. 333-248202) of Delek Logistics Partners, LP of our report dated February 21, 2022, with respect to the balance sheet of Red River Pipeline Company LLC as of December 31, 2021, the related statements of operations, changes in members' equity, and cash flows for the year then ended and the related notes, not included herein, which report appears in this Annual Report on Form 10-K of Delek Logistics Partners, LP dated February 25, 2022.

WEAVER AND TIDWELL, L.L.P.

Houston, Texas

February 25, 2022

**Certification by Chief Executive Officer pursuant to
Rule 13a-14(a) or Rule 15d-14(a) under the Securities Exchange Act of 1934,
As Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002**

I, Ezra Uzi Yemin, certify that:

1. I have reviewed this annual report on Form 10-K of Delek Logistics Partners, LP;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

By: /s/ Ezra Uzi Yemin

Ezra Uzi Yemin,

Chairman and Chief Executive Officer

(Principal Executive Officer) of Delek Logistics GP, LLC
(the general partner of Delek Logistics Partners, LP)

Dated: February 25, 2022

**Certification by Chief Financial Officer pursuant to
Rule 13a-14(a) or Rule 15d-14(a) under the Securities Exchange Act of 1934,
As Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002**

I, Reuven Spiegel, certify that:

1. I have reviewed this annual report on Form 10-K of Delek Logistics Partners, LP;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

By: /s/ Reuven Spiegel

Reuven Spiegel,

Executive Vice President and Chief Financial Officer
(Principal Financial Officer) of Delek Logistics GP, LLC
(the general partner of Delek Logistics Partners, LP)

Dated: February 25, 2022

**Certification Pursuant to
18 U.S.C. Section 1350,
as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002**

In connection with the annual report of Delek Logistics Partners, LP (the "Partnership") on Form 10-K for the year ended December 31, 2021, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Ezra Uzi Yemin, Chairman and Chief Executive Officer of Delek Logistics GP, LLC, the general partner of the Partnership, certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, and to the best of my knowledge, that:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Partnership.

By: /s/ Ezra Uzi Yemin
Ezra Uzi Yemin,
Chairman and Chief Executive Officer
(Principal Executive Officer) of Delek Logistics GP, LLC
(the general partner of Delek Logistics Partners, LP)

Dated: February 25, 2022

A signed original of this written statement required by Section 906 has been provided to the Partnership and will be retained and furnished to the Securities and Exchange Commission or its staff upon request.

**Certification Pursuant to
18 U.S.C. Section 1350,
as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002**

In connection with the annual report of Delek Logistics Partners, LP (the "Partnership") on Form 10-K for the year ended December 31, 2021, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Reuven Spiegel, Executive Vice President and Chief Financial Officer of Delek Logistics GP, LLC, the general partner of the Partnership, certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, and to the best of my knowledge, that:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Partnership.

By: /s/ Reuven Spiegel

Reuven Spiegel,

Executive Vice President and Chief Financial Officer
(Principal Financial Officer) of Delek Logistics GP, LLC
(the general partner of Delek Logistics Partners, LP)

Dated: February 25, 2022

A signed original of this written statement required by Section 906 has been provided to the Partnership and will be retained and furnished to the Securities and Exchange Commission or its staff upon request.

Report of Independent Public Accounting Firm

To the Board of Members of
Red River Pipeline Company, LLC

Opinion on the Financial Statements

We have audited the accompanying balance sheets of Red River Pipeline LLC (the Company) as of December 31, 2021 and 2020, and the related statements of operations, changes in members' equity and cash flows for the years then ended, and the related notes (collectively referred to as the "financial statements"). In our opinion, the financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2021 and 2020, and the results of its operations and its cash flows for the years then ended, in conformity with accounting principles generally accepted in the United States of America.

Basis for Opinion

These financial statements are the responsibility of the entity's management. Our responsibility is to express an opinion on the Company's financial statements based on our audits. We are required to be independent with respect to the Company in accordance with the relevant ethical requirements relating to our audits.

We conducted our audits in accordance with the auditing standards of the PCAOB and in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. Our audits included consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

Emphasis of Matter

As discussed in Note 4 to the financial statements, the Company has extensive operations and relationships with affiliated entities. Our opinion is not modified with respect to this matter.

Critical Audit Matters

Critical audit matters are matters arising from the current period audit of the financial statements that were communicated or required to be communicated to the audit committee and that: (1) relate to accounts or disclosures that are material to the financial statements and (2) involved our especially challenging, subjective, or complex judgments. We determined that there are no critical audit matters.

/s/ WEAVER AND TIDWELL, L.L.P.

We have served as the Company's auditor since 2019.

Houston, Texas

February 21, 2022