
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 8-K

CURRENT REPORT

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

January 17, 2008 (January 18, 2008)
Date of Report (Date of earliest event reported)

Energy Transfer Partners, L.P.

(Exact name of Registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

1-11727
(Commission File Number)

73-1493906
(IRS Employer
Identification Number)

3738 Oak Lawn Avenue
Dallas, TX 75219
(Address of principal executive offices)

(214) 981-0700
(Registrant's telephone number, including area code)

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

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 3.03 Material Modification to Rights of Security Holders.

The discussion in Item 5.03 is incorporated into this item.

Item 5.03 Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.

On January 17, 2008, the Board of Directors of Energy Transfer Partners, L.L.C., the general partner of Energy Transfer Partners GP, L.P., the general partner of Energy Transfer Partners, L.P. ("ETP"), approved an amended and restated amendment to the Amended and Restated Agreement of Limited Partnership of ETP, and this amended and restated amendment effectively superceded and replaced the amendment that became effective on November 9, 2007. As previously disclosed, this amendment changes the fiscal year of ETP from a year ending on August 31 to a year ending on December 31. In order to transition to the new fiscal year, the amendment also provides that, in lieu of making a cash distribution to ETP's unitholders, general partner and holder of the incentive distribution rights with respect to the three-month period ending November 30, 2007, ETP will make a cash distribution for the four-month period ending December 31, 2007, which distribution will be made within 45 days following the end of such four-month period. The amendment also specifies proportional adjustments to the cash distribution target levels relating to the incentive distribution rights for this four-month period in order to reflect the longer period upon which the distribution will be made (essentially multiplying each cash distribution target level by 4/3). Finally, the amendment provides that, following this one-time four-month distribution period, ETP will make cash distributions with respect to each calendar quarter within 45 days following the end of each calendar quarter. A copy of this amendment is filed as an exhibit to this report.

In connection with the change in ETP's fiscal year, ETP will file a Transition Report on Form 10-Q for the four-month period ending December 31, 2007. Thereafter, ETP will file Quarterly Reports on Form 10-Q and Annual Reports on Form 10-K based on calendar quarters and calendar years, respectively.

Item 9.01 Financial Statements and Exhibits**(a) Financial Statements**

None

(b) Exhibits

<u>Exhibit</u>	<u>Description of Exhibit</u>
3.1.11	Amended and Restated Amendment No. 11 to Amended and Restated Agreement of Limited Partnership of Energy Transfer Partners, L.P.

Signatures

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

Energy Transfer Partners, L.P.

By: Energy Transfer Partners GP, L.P.,
General Partner

By: Energy Transfer Partners, L.L.C.,
General Partner

Date: January 18, 2007

/s/ Brian J. Jennings

Brian J. Jennings

Chief Financial Officer and officer duly
authorized to sign on behalf of the registrant

Exhibit Index

<u>Exhibit</u>	<u>Description of Exhibit</u>
3.1.11	Amended and Restated Amendment No. 11 to Amended and Restated Agreement of Limited Partnership of Energy Transfer Partners, L.P.

AMENDED AND RESTATED
AMENDMENT NO. 11
TO
AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP
OF
ENERGY TRANSFER PARTNERS, L.P.

This Amended and Restated Amendment No. 11 (this "*Amendment*") to the Amended and Restated Agreement of Limited Partnership of Energy Transfer Partners, L.P. a Delaware limited partnership (the "*Partnership*"), dated as of June 27, 1996, as amended as of August 9, 2000, January 5, 2001, October 5, 2001, February 4, 2002, January 15, 2004, February 13, 2004, March 15, 2005, February 6, 2006, May 1, 2006 and November 1, 2006 (as so amended, the "*Partnership Agreement*"), is entered into effective as of November 9, 2007, by Energy Transfer Partners GP, L.P., a Delaware limited partnership ("*ETP GP*"), as the general partner of the Partnership, on behalf of itself and the Limited Partners of the Partnership. Capitalized terms used but not defined herein are used as defined in the Partnership Agreement.

RECITALS

WHEREAS, Section 13.1(g) of the Partnership Agreement provides that the General Partner, without the approval of any Partner, may change the fiscal year of the Partnership and may amend any provision of the Partnership Agreement to reflect an amendment that, in the discretion of the General Partner, is necessary or advisable as a result of the change in the fiscal year;

NOW, THEREFORE, the Partnership Agreement is hereby amended as follows:

AMENDMENT

Section 1. Change of Fiscal Year. Section 9.2 is hereby amended in its entirety to read as follows:

The fiscal year of the Partnership shall be from January 1 to December 31.

Section 2. Transition Period. In connection with the change from a fiscal year ending on August 31 of each year to a fiscal year ending on December 31 of each year as contemplated by Section 1 of this Amendment, the definitions of "Quarter," "First Target Distribution," "Second Target Distribution" and "Third Target Distribution" are hereby amended in its entirety to read as follows:

"Quarter" means, unless the content otherwise requires, a fiscal quarter of the Partnership; provided, that, notwithstanding the foregoing, the period from September 1, 2007 through and including December 31, 2007 shall be deemed to be a "Quarter" and no partial period during the period from September 1, 2007 to December 31, 2007 shall be considered to be a "Quarter."

“First Target Distribution” means \$0.275 per Unit per Quarter (or, with respect to the Quarter commencing on September 1, 2007 and ending on December 31, 2007, it means \$0.3666), subject to adjustment in accordance with Sections 6.6 and 6.9.

“Second Target Distribution” means \$0.3175 per Unit per Quarter (or, with respect to the Quarter commencing on September 1, 2007 and ending on December 31, 2007, it means \$0.4233), subject to adjustment in accordance with Sections 6.6 and 6.9.

“Third Target Distribution” means \$0.4125 per Unit per Quarter (or, with respect to the Quarter commencing on September 1, 2007 and ending on December 31, 2007, it means \$0.55), subject to adjustment in accordance with Sections 6.6 and 6.9.

Section 3. Ratification of Partnership Agreement. Except as expressly modified and amended herein, all of the terms and conditions of the Partnership Agreement shall remain in full force and effect.

Section 4. Governing Law. This Amendment will be governed by and construed in accordance with the laws of the State of Delaware, without regard to any otherwise applicable principles of conflicts of laws.

Section 5. Counterparts. This Amendment may be executed in counterparts, all of which together shall constitute an agreement binding on all the parties herein, notwithstanding that all such parties are not signatories to the original or the same counterpart.

IN WITNESS WHEREOF, this Amendment has been executed as of the date first written above.

GENERAL PARTNER:

Energy Transfer Partners GP, L.P.

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

By: /s/ Brian Jennings

Brian J. Jennings, Chief Financial Officer

LIMITED PARTNERS:

All Limited Partners now and hereafter admitted as limited partners of the Partnership, pursuant to Powers of Attorney now and hereafter executed in favor of, and granted and delivered to, the General Partner.

By: Energy Transfer Partners, L.L.C., the general partner of Energy Transfer Partners GP, L.P., the General Partner, as attorney-in-fact for all Limited Partners pursuant to the Powers of Attorney granted pursuant to Section 2.6 of the Partnership Agreement.

By: /s/ Brian Jennings

Brian J. Jennings, Chief Financial Officer