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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549

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**FORM 8-K**

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

**Date of Report (Date of earliest event reported): February 19, 2014**

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**ENERGY TRANSFER EQUITY, L.P.**

(Exact name of Registrant as specified in its charter)

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**Delaware**  
(State or other jurisdiction  
of incorporation)

**001-32740**  
(Commission  
File Number)

**30-0108820**  
(IRS Employer  
Identification Number)

**3738 Oak Lawn**  
**Dallas, Texas 75219**  
(Address of principal executive offices, including zip code)

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

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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 1.01. Entry into a Material Definitive Agreement.**

As previously reported, on November 19, 2013, Energy Transfer Equity, L.P. (“ETE”) and Energy Transfer Partners, L.P. (“ETP”) entered into Redemption and Transfer Agreement (the “Agreement”). Pursuant to the Agreement, on February 19, 2014, ETP transferred its interest in Trunkline LNG Company, LLC (“TLNG”), the entity that owns a liquefied natural gas (“LNG”) regasification facility in Lake Charles, Louisiana, to ETE in exchange for the redemption of 18.71 million ETP units (the “Redeemed Units”) held by ETE (the “Transaction”).

The Redeemed Units represent an effective purchase price of approximately \$1.02 billion based on ETP’s closing unit price as of February 18, 2014, and the Transaction was deemed effective as of January 1, 2014.

In connection with the closing of the transactions contemplated by the Agreement, ETP and its affiliates entered into the following agreements:

Amendment No. 6 to the Second Amended and Restated Agreement of Limited Partnership. On February 19, 2014, ETP’s general partner executed Amendment No. 6 (the “Partnership Agreement Amendment”) to the Second Amended and Restated Agreement of Limited Partnership of ETP. The Partnership Agreement Amendment provides that ETE will forego incentive distributions relating to distributions made in respect of the ETP common units it owns in a cumulative amount equal to \$180 million for the sixteen quarters beginning with the quarter commencing on January 1, 2016.

Shared Services Agreement Amendment. On February 19, 2014, ETE and ETP entered into the third amendment (the “SSA Amendment”) to the Shared Services Agreement (the “SSA”) dated as of August 26, 2005, as amended May 26, 2010 and April 30, 2013, between ETE and ETP. The SSA Amendment contemplates the provision by ETP of certain corporate business development services for ETE relating to the Trunkline LNG project and the Trunkline crude oil conversion project, each of which are owned by entities in which ETE and ETP have a 60% and 40% equity interest, respectively. In exchange for these services, ETE will pay to ETP a \$150 million fee for the two-year period beginning January 1, 2014, in addition to amounts previously owed by ETE to ETP under the SSA.

After giving effect to the consummation of the transactions contemplated by the Agreement, ETE owns, directly or indirectly, (i) approximately 30.8 million common units representing limited partner interests in ETP, (ii) 50,160,000 Class H Units of ETP, (iii) all of the outstanding equity interests in the general partner of ETP and, through such ownership, all of the incentive distribution rights in ETP and (iv) an approximate 1% general partner interest in ETP.

The above descriptions of the Agreement and the SSA Amendment do not purport to be complete and are subject to, and qualified in their entirety by, the full text of the Agreement and the SSA Amendment. The Agreement, which was included as Exhibit 2.1 to ETE’s Current Report on Form 8-K filed on November 21, 2013 and the SSA Amendment, which is attached hereto as Exhibit 10.1, are incorporated herein by reference.

**Item 9.01. Financial Statements and Exhibits.**

See the Exhibit Index set forth below for a list of exhibits included with this Form 8-K.

<u>Exhibit Number</u>	<u>Description of the Exhibit</u>
10.1	Third Amendment, dated February 19, 2014, to the Shared Services Agreement dated as of August 26, 2005, as amended May 26, 2010 and April 30, 2013 by and between Energy Transfer Equity, L.P. and 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 Equity, L.P.**

By: LE GP, LLC,  
its general partner

Date: February 19, 2014

By: /s/ John W. McReynolds  
John W. McReynolds  
President

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**EXHIBIT INDEX**

Exhibit  
Number

Description of the Exhibit

10.1 Third Amendment, dated February 19, 2014, to the Shared Services Agreement dated as of August 26, 2005, as amended May 26, 2010 and April 30, 2013 by and between Energy Transfer Equity, L.P. and Energy Transfer Partners, L.P.

**THIRD AMENDMENT  
TO  
SHARED SERVICES AGREEMENT**

**THIS THIRD AMENDMENT TO SHARED SERVICES AGREEMENT** (this "**Amendment**") is made and entered into as of February 19, 2014, by and between ENERGY TRANSFER EQUITY, L.P., a Delaware limited partnership ("**ETE**"), and ENERGY TRANSFER PARTNERS, L.P., a Delaware limited partnership ("**ETP**").

Each of the parties to this Amendment is sometimes referred to individually in this Amendment as a "**Party**" and all of the parties to this Amendment are sometimes collectively referred to in this Amendment as the "**Parties**."

Capitalized terms used but not defined in this Amendment shall have the meanings assigned to them in the Services Agreement (as defined below).

**R E C I T A L S**

WHEREAS, the Parties entered into that certain Shared Services Agreement, dated as of August 26, 2005, as amended by the First Amendment to Shared Services Agreement, dated as of May 26, 2010, and the Second Amendment to Shared Services Agreement, dated as of April 30, 2013 (as so amended, the "**Services Agreement**"); and

WHEREAS, pursuant to Section 12.3 of the Services Agreement, the Parties desire to amend the Services Agreement as provided in this Amendment.

NOW, THEREFORE, in consideration of the premises, agreements and covenants contained in this Amendment and the Services Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby undertake and agree as follows:

**A G R E E M E N T S**

Section 1. Amendments to Exhibits. The Services Agreement is revised by amending and restating Exhibit 7 to the Services Agreement in its entirety to conform to Annex A to this Amendment.

Section 2. Ratification of the Services Agreement. Except as otherwise provided in this Amendment, all of the terms, representations, warranties, agreements, covenants and other provisions of the Services Agreement are hereby ratified and confirmed and shall continue to be in full force and effect in accordance with their respective terms.

Section 3. Entire Agreement; Supersedure. This Amendment, together with the Services Agreement, contains the entire agreement among the Parties with respect to the subject matter hereof and thereof and supersedes all previous understandings or agreements among the Parties, whether oral or written, with respect to their subject matter. No understanding, representation, promise, agreement, inducement or statement of intention, whether oral or written, has been made by either Party which is not embodied in or superseded by this

Amendment or the Services Agreement, unless it is contained in a written amendment of the Services Agreement executed by the Parties after the execution and delivery of this Amendment, and no Party shall be bound by or liable for any alleged representation, promise, agreement, inducement or statement of intention not so set forth.

*[Signature page follows]*

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date first written above.

**ENERGY TRANSFER PARTNERS, L.P.**

**By: Energy Transfer Partners GP, L.P.,  
its general partner**

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

By: /s/ Martin Salinas, Jr.

Name: Martin Salinas, Jr.

Title: Chief Financial Officer

**ENERGY TRANSFER EQUITY, L.P.**

**By: LE GP, LLC,  
its general partner**

By: /s/ John W. McReynolds

Name: John W. McReynolds

Title: President

*[Signature Page to Amendment No. 3 to Shared Services Agreement]*

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**ANNEX A**

**(SEE NEXT PAGE)**

A-1



**EXHIBIT 7  
TO  
SHARED SERVICES AGREEMENT**

**CORPORATE BUSINESS DEVELOPMENT SERVICES (TRUNKLINE)**

In accordance with Exhibit 2 to the Agreement, ETP provides certain corporate business development services to ETE. In connection with the provision of such corporate business development services for Trunkline LNG and the conversion of the Trunkline gas pipeline, ETE will pay (i) a \$20 million annual fee to ETP for 3 years, which annual fee will be fixed for the three-year period beginning April 1, 2013 and (ii) an additional \$75 million annual fee to ETP for 2 years, which annual fee will be fixed for a two year period beginning January 1, 2014. ETP shall not allocate overhead or similar charges to ETE, and ETE shall not be obligated to reimburse ETP for any internal overhead or other costs, relating to such corporate business development services that are not actual and direct out-of-pocket expenses of ETP. ETE may, however, reimburse ETP for actual and direct out-of-pocket expenses relating to such corporate business development services if not otherwise paid.

Payments by ETE shall be made quarterly in equal installments of (i) \$5 million, with the first payment to be made on June 30, 2013 with regards to the fee referred to in clause (i) of the second sentence of the preceding paragraph and (ii) \$18.75 million, with the first payment to be made on March 31, 2014 with regards to the fee referred to in clause (ii) of the second sentence of the preceding paragraph. Such fees shall be in addition to any other fee owed to ETP pursuant to the Agreement.