

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

FORM 8-K

CURRENT REPORT

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

July 27, 2016

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 No.)

**8111 Westchester Drive, Suite 600,
Dallas, Texas 75225**

(Address of principal executive offices) (Zip Code)

(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))

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

On July 27, 2016, Energy Transfer Partners GP, L.P. (“*ETP GP*”), the general partner of Energy Transfer Partners, L.P. (“*ETP*” or the “*Partnership*”), entered into Amendment No. 13 (the “*LPA Amendment*”) to the Second Amended and Restated Agreement of Limited Partnership of ETP, which amendment provides for further reductions in the quarterly cash distributions to ETP GP in respect of its incentive distribution rights commencing with the quarter ending June 30, 2016 and ending with the quarter ending December 31, 2017, in an aggregate amount of \$720 million. In exchange for ETP GP entering into the LPA Amendment, the Partnership agreed to issue to Energy Transfer Equity, L.P. (“*ETE*”), which owns the general partner of ETP GP, an aggregate amount of 180 Class J units representing limited partner interests in the Partnership (the “*Class J Units*”). A portion of the additional Class J Units will be issued during each of 2016, 2017 and 2018. Each Class J Unit is entitled to an allocation of \$10.0 million of depreciation, amortization, depletion or other form of cost-recovery during the year in which such Class J Unit was issued; no Class J Unit is entitled to any other allocations of depreciation, amortization, depletion or other cost-recovery in any other year, and such units are not entitled to any cash distributions at any time.

The foregoing description of the LPA Amendment does not purport to be complete and is qualified in its entirety by reference to the LPA Amendment, which is attached hereto as Exhibit 3.1 and is hereby incorporated by reference into this Item 5.03.

Item 9.01. Financial Statements and Exhibits.

(b) Exhibits

<u>Exhibit Number</u>	<u>Description of the Exhibit</u>
3.1	Amendment No. 13 to the Second Amended and Restated Agreement of Limited Partnership of Energy Transfer Partners, L.P. dated as of July 27, 2016.

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., its general partner

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

By: /s/ Thomas E. Long

Thomas E. Long

Chief Financial Officer

Dated: August 2, 2016

EXHIBIT INDEX

**Exhibit
Number**

Description of the Exhibit

3.1

Amendment No. 13 to the Second Amended and Restated Agreement of Limited Partnership of Energy Transfer Partners, L.P. dated as of July 27, 2016.

**AMENDMENT NO. 13 TO
SECOND AMENDED AND RESTATED AGREEMENT OF LIMITED
PARTNERSHIP**

OF

ENERGY TRANSFER PARTNERS, L.P.

July 27, 2016

This Amendment No. 13 (this "**Amendment No. 13**") to the Second Amended and Restated Agreement of Limited Partnership of Energy Transfer Partners, L.P. (the "**Partnership**"), dated as of July 28, 2009, as amended by Amendment No. 1 thereto dated as of March 26, 2012, Amendment No. 2 thereto dated as of October 5, 2012, Amendment No. 3 thereto dated as of April 15, 2013, Amendment No. 4 thereto dated as of April 30, 2013, Amendment No. 5 thereto dated as of October 31, 2013, Amendment No. 6 thereto dated as of February 19, 2014, Amendment No. 7 thereto dated as of March 3, 2014, Amendment No. 8 thereto dated as of August 29, 2014, Amendment No. 9 thereto dated as of March 9, 2015, Amendment No. 10 thereto dated as of April 30, 2015, Amendment No. 11 thereto dated as of August 21, 2015 and Amendment No. 12 thereto dated as of April 6, 2016 (as so amended, the "**Partnership Agreement**") is hereby adopted effective as of July 27, 2016, by Energy Transfer Partners GP, L.P., a Delaware limited partnership (the "**General Partner**"), as general partner of the Partnership. Capitalized terms used but not defined herein have the meaning given such terms in the Partnership Agreement.

WHEREAS, the General Partner, without the approval of any Partner or Assignee, may amend any provision of the Partnership Agreement pursuant to Section 13.1(d)(i) of the Partnership Agreement to reflect a change that, in the discretion of the General Partner, does not adversely affect the Unitholders in any material respect;

WHEREAS, the General Partner, if approved by Special Approval and the holders of the Incentive Distribution Rights, may make any amendment to Section 6.4(f) of the Partnership Agreement that the General Partner deems necessary or advisable in connection with a proposed transaction approved by Special Approval;

WHEREAS, the General Partner, as the sole holder of the Incentive Distribution Rights, has previously agreed to certain reductions of quarterly distributions in respect of its Incentive Distribution Rights in the amounts per quarter set forth on Schedule A hereto;

WHEREAS, the General Partner has agreed to a further reduction of quarterly distributions in respect of its Incentive Distribution Rights in the amounts per quarter set forth on Schedule A hereto commencing with the quarter ending June 30, 2016 and ending with the quarter ending December 31, 2017;

WHEREAS, in connection with the reduction in the General Partner's quarterly distributions in respect of its Incentive Distribution Rights, the Partnership has agreed to issue to the General

Partner an aggregate amount of 180 additional Class J Units pursuant to Section 5.6 and Section 5.15(a) of the Partnership Agreement during the 2016, 2017 and 2018 calendar years;

WHEREAS, pursuant to Section 6.1(a)(iv) of the Fourth Amended and Restated Limited Liability Company Agreement (as amended, the “**LLC Agreement**”) of Energy Transfer Partners, L.L.C., a Delaware limited liability company and the general partner of the General Partner (“**GP LLC**”), Energy Transfer Equity, L.P., a Delaware limited partnership (“**ETE**”), as the sole member of GP LLC, has the exclusive authority to determine whether to amend, modify or waive any rights relating to the assets of GP LLC or the General Partner (including the decision to amend or forego distributions in respect of the Incentive Distribution Rights) as contemplated by Section 1 of this Amendment No. 13 and Section 6.1(a)(iii)(9) of the LLC Agreement requires ETE to approve any amendment to the Partnership Agreement, and ETE has consented in writing to such amendment; and

WHEREAS, the General Partner has determined, pursuant to Section 13.1(d)(i) of the Partnership Agreement, that the changes to the Partnership Agreement set forth herein do not adversely affect the Unitholders in any material respect;

NOW THEREFORE, the General Partner does hereby amend the Partnership Agreement as follows:

Section 1. Amendments.

(a) Section 6.4(f) of the Partnership Agreement is hereby amended and restated as follows:

“(f) Notwithstanding anything to the contrary in Section 6.4(a), and without limiting the provisions of Sections 6.4(b), 6.4(c), 6.4(d), 6.4(e) and 6.4(h), for a period of seven (7) consecutive Quarters commencing with the Quarter ending June 30, 2016 and ending with the quarter ending December 31, 2017, aggregate quarterly distributions, if any, to holders of the Incentive Distribution Rights provided by clauses (iii)(B), (iv)(B) and (v)(B) of Subsection 6.4(a) shall be reduced by the amounts per quarter as set forth on Schedule A hereto. In addition, notwithstanding anything to the contrary herein, the General Partner, may, if approved by Special Approval and the holders of the Incentive Distribution Rights, make any amendment to the amount and timing of the reduction in the quarterly distributions to the holders of the Incentive Distribution Rights set forth in this Section 6.4(f) the General Partner deems necessary or advisable in connection with a proposed transaction approved by Special Approval.”

Section 2. Except as hereby amended, the Partnership Agreement shall remain in full force and effect.

Section 3. This Amendment No. 13 shall be governed by, and interpreted in accordance with, the laws of the State of Delaware, all rights and remedies being governed by such laws without regard to principles of conflicts of laws.

[Signature page follows]

IN WITNESS WHEREOF, this Amendment No. 13 has been executed as of the date first above written.

GENERAL PARTNER:

ENERGY TRANSFER PARTNERS GP, L.P.

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

By: /s/ Thomas E. Long
Name: Thomas E. Long
Title: Chief Financial Officer

Schedule A

IDR Reduction Schedule

<u>Quarter Ending</u>	<u>Existing IDR Reduction</u>	<u>Additional IDR Reduction</u>	<u>Total IDR Reduction</u>
June 30, 2016	\$34,250,000	\$75,000,000.00	\$109,250,000
September 30, 2016	\$34,250,000	\$85,000,000.00	\$119,250,000
December 31, 2016	\$34,250,000	\$95,000,000.00	\$129,250,000
March 31, 2017	\$36,250,000	\$105,000,000.00	\$141,250,000
June 30, 2017	\$36,250,000	\$110,000,000.00	\$146,250,000
September 30, 2017	\$27,500,000	\$120,000,000.00	\$147,500,000
December 31, 2017	\$27,500,000	\$130,000,000.00	\$157,500,000