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

Date of Report (Date of earliest event reported): **April 25, 2013**

ENERGY TRANSFER EQUITY, L.P.

(Exact name of Registrant as specified in its charter)

Delaware	**1-32740**	**30-0108820**
(State or other jurisdiction of incorporation)	**(Commission File Number)**	**(IRS Employer Identification Number)**

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

Preliminary Note: Energy Transfer Equity, L.P. ("ETE"), ETP Holdco Corporation ("ETP Holdco"), Energy Transfer Partners, L.P. ("ETP"), ETC Texas Pipeline, Ltd., Regency Energy Partners LP, a Delaware limited partnership ("Regency"), Southern Union Company ("Southern Union"), and Regency Western G&P LLC, a Delaware limited liability company and an indirect wholly owned subsidiary of Regency, are parties to the Contribution Agreement, dated as of February 27, 2013, as amended by Amendment No. 1 thereto dated as of April 16, 2013 (as amended, the "SUGS Contribution Agreement"), pursuant to which Southern Union agreed to contribute to Regency (the "SUGS Contribution") all of the issued and outstanding membership interests in Southern Union Gathering Company, LLC and its subsidiaries. The transactions contemplated by the SUGS Contribution Agreement include the purchase by Regency of entities owning a 5,600-mile gathering system and approximately 500 MMcf/d of processing and treating facilities in west Texas and New Mexico for natural gas and natural gas liquids. The SUGS Contribution Agreement and the transactions contemplated thereby were described in the Current Report on Form 8-K filed by ETE with the Securities and Exchange Commission ("SEC") on February 28, 2013.

ETE and its wholly owned subsidiary, ETE Sigma Holdco, LLC ("ETE Sigma") entered into a contribution agreement dated March 20, 2013 (the "Holdco Contribution Agreement") with ETP and its wholly owned subsidiary, Heritage ETC, L.P. ("Heritage ETC"), pursuant to which ETE Sigma agreed to contribute its 60% ownership interest in ETP Holdco to Heritage ETC (the "Holdco Contribution"), in exchange for aggregate consideration of approximately $3.75 billion, consisting of $1.4 billion in cash and the issuance to ETE of approximately 49.5 million common units representing limited partner interests in ETP (the "Issued ETP Units"). Upon consummation of the transaction contemplated by the Holdco Contribution Agreement, ETP (through its ownership of Heritage ETC) will own 100% of ETP Holdco, which owns Southern Union and Sunoco, Inc. The Holdco Contribution Agreement and the transactions contemplated thereby were described in the Current Report on Form 8-K filed by ETE with the SEC on March 26, 2013.

On April 30, 2013, ETE completed the transactions contemplated by the SUGS Contribution Agreement and the Holdco Contribution Agreement.

Item 1.01. Entry into a Material Definitive Agreement.

***SUGS Contribution Agreement*:** In connection with the closing of the transactions contemplated by the SUGS Contribution Agreement, on April 30, 2013, ETE and ETE Services Company LLC ("Services Co.") entered into the first amendment (the "Regency Services Agreement Amendment") to the Services Agreement, effective as of May 26, 2010 (the "Regency Services Agreement"), by and among ETE, Services Co. and Regency. Under the Regency Services Agreement, Services Co. performs for Regency certain general and administrative services and Regency pays Services Co.'s direct expenses for the provision of these services plus an annual fee of $10 million. The Regency Services Agreement Amendment provides for a waiver of the $10 million annual fee effective as of May 1, 2013 through and including April 30, 2015 and clarifies the scope and expenses chargeable as direct expenses thereunder.

The above description of the Regency Services Agreement Amendment does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the Regency Services Agreement Amendment, which is attached hereto as Exhibit 10.1.

ETE owns the general partner of Regency and as a result controls Regency. ETE also owns the general partner of ETP and as a result controls ETP. Southern Union is wholly owned by ETP Holdco Corporation, which, following the transactions described below, is now wholly-owned by ETP (through its ownership of Heritage ETC, L.P.).

***Holdco Contribution Agreement*:** In connection with the closing of the transactions contemplated by the Holdco Contribution Agreement, ETE or its subsidiaries entered into the following agreements:

- ***ETE Registration Rights Agreement***: On April 30, 2013, ETE entered into a registration rights agreement (the "ETE RRA") with ETP, pursuant to which ETP has granted to ETE certain registration rights, including rights to cause ETP to file with the SEC a shelf registration statement under the Securities Act of 1933, as amended (the "Securities Act") with respect to resales by ETE of all of the ETP common units that it owns, including the Issued ETP Units. The ETE RRA also contains customary provisions regarding rights of indemnification between the parties with respect to certain applicable securities law liabilities.

- ***Shared Services Agreement Amendment***: On April 30, 2013, ETE and ETP entered into the second amendment (the "SSA Amendment") to the Shared Services Agreement dated as of August 26, 2005, as amended May 26, 2010, 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 fixed $20 million annual fee for a three-year period.

- ***ETP Partnership Agreement Amendment***: On April 30, 2013, the general partner of ETP entered into Amendment No. 4 (the "ETP LPA Amendment") to the Second Amended and Restated Agreement of Limited Partnership of ETP. Under the ETP LPA Amendment, ETE, as the owner of ETP's general partner, will forego incentive distributions relating to the distributions made on the Issued ETP Units for each of the first eight consecutive quarters beginning with the second quarter of 2013, as well as incentive distributions relating to the distributions made on 50% of the Issued ETP Units for each of the following eight consecutive quarters.

The above descriptions of the ETE RRA, the SSA Amendment, and the ETP LPA Amendment do not purport to be complete and are subject to, and qualified in their entirety by, the full texts of the ETE RRA, the SSA Amendment, and the ETP LPA Amendment, which are attached hereto as Exhibit 4.1, Exhibit 10.2 and Exhibit 3.1, respectively, and incorporated herein by reference.

Term Loan Agreement and Bridge Loan Agreement Amendments

On April 25, 2013, in connection with the Holdco Contribution (a) ETE, certain subsidiaries of ETE, the several banks and other financial institutions party thereto (collectively, the "Consenting Term Lenders") and Credit Suisse AG, in its capacity as administrative agent for the Term Lenders (as defined below) (the "Term Loan Administrative Agent") entered into the Amendment No. 2 to Senior Secured Term Loan Agreement (the "Term Loan Amendment") to that certain Senior Secured Term Loan Agreement by and among ETE, the Consenting Term Lenders (together with the other banks and financial institutions party thereto, the "Term Lenders") and the Term Loan Administrative Agent, which became effective on March 26, 2012 (as amended by that certain Amendment No. 1 to Senior Secured Term Loan Agreement dated August 2, 2012 and as further amended, modified or supplemented, the "Term Loan Agreement") and (b) ETE, certain subsidiaries of ETE, the several banks and other financial institutions party thereto (collectively, the "Consenting Bridge Lenders") and Credit Suisse AG, in its capacity as administrative agent for the Bridge Lenders (as defined below) (the "Bridge Loan Administrative Agent") entered into the Amendment No. 1 to Senior Secured Bridge Term Loan Agreement (the "Bridge Loan Amendment") to that certain Senior Secured Bridge Term Loan Agreement by and among ETE, the Consenting Bridge Lenders (together with the other banks and financial institutions party thereto, the "Bridge Lenders") and the Bridge Loan Administrative Agent, which became effective on April 1, 2013 (as amended, supplemented and modified, the "Bridge Loan Agreement").

The Term Loan Amendment amended the Term Loan Agreement to, among other matters:

- delete the restrictions on ETE's ability to transfer its indirect ownership of Southern Union;
- reset the baskets for permitted sales of units in each of ETP and Regency to reflect the amount owned directly or indirectly by ETE after giving effect to the Holdco Contribution;
- permit the general partner of ETP to relinquish incentive distribution rights in connection with the Holdco Contribution; and

- waive any mandatory prepayment under the Term Loan Agreement resulting from the receipt of proceeds from the Holdco Contribution; provided that, ETE applies such proceeds instead to repay amounts outstanding under each of the Bridge Loan Agreement and ETE's revolving credit facility to the extent set forth in the Term Loan Amendment.

The Bridge Loan Amendment amended the Bridge Loan Agreement to, among other matters:

- delete the restrictions on ETE's ability to transfer its indirect ownership of Southern Union;
- reset the baskets for permitted sales of units in each of ETP and Regency to reflect the amount owned directly or indirectly by ETE after giving effect to the Holdco Contribution; and
- permit the general partner of ETP to relinquish incentive distribution rights in connection with the Holdco Contribution.

On April 29, 2013, in connection with the Holdco Contribution, ETE, certain subsidiaries of ETE, the several banks and other financial institutions party thereto (collectively, the "Consenting Revolver Lenders") and Credit Suisse AG, in its capacity as administrative agent for the Revolver Lenders (as defined below) (the "Revolver Administrative Agent") entered into the Amendment No. 2 to Amended and Restated Credit Agreement (the "Revolver Amendment" and together with the Term Loan Amendment and the Bridge Loan Amendment, the "Amendments") to that certain Amended and Restated Credit Agreement by and among ETE, the Consenting Revolver Lenders (together with the other banks and financial institutions party thereto, the "Revolver Lenders") and the Revolver Administrative Agent, which became effective on March 26, 2012 (as amended by that certain Amendment No. 1 to Amended and Restated Credit Agreement dated September 13, 2012 and as further amended, modified or supplemented, the "Revolver Agreement").

The Revolver Amendment amended the Revolver Agreement to, among other matters:

- delete the restrictions on ETE's ability to transfer its indirect ownership of Southern Union;
- reset the baskets for permitted sales of units in each of ETP and Regency to reflect the amount owned directly or indirectly by ETE after giving effect to the Holdco Contribution; and
- permit the general partner of ETP to relinquish incentive distribution rights in connection with the Holdco Contribution.

The disclosure contained in this Item 1.01 does not purport to be a complete description of any of the Amendments and is qualified in its entirety by reference to each of the Amendments which are filed as Exhibits 10.3, 10.4 and 10.5 hereto and are incorporated herein by reference.

Item 2.01. Completion of Acquisition or Disposition of Assets.

The information set forth under Item 1.01 is incorporated into this Item 2.01 by reference.

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

The information set forth under Item 1.01 is incorporated into this Item 5.03 by reference.

Item 7.01. Regulation FD Disclosure.

On April 30, 2013, ETE and ETP issued a joint press release announcing the closing of the SUGS Contribution and the Holdco Contribution. A copy of the press release is furnished as Exhibit 99.1 hereto.

In accordance with General Instruction B.2 of Form 8-K, the information set forth in this Item 7.01 and in Exhibit 99.1 is deemed to be "furnished" and shall not be deemed to be "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended.

Forward Looking Statements

This Current Report on Form 8-K may include certain statements concerning expectations for the future, including statements regarding the anticipated benefits and other aspects of the transaction described above, that are forward-looking statements as defined by federal law. Such forward-looking statements are subject to a variety of known and unknown risks, uncertainties, and other factors that are difficult to predict and many of which are beyond management's control, including the risk that the anticipated benefits from the transactions described above cannot be fully realized. An extensive list of factors that can affect future results are discussed in ETE's Annual Report on Form 10-K for the year ended December 31, 2012 and other documents filed by ETE from time to time with the SEC. ETE undertakes no obligation to update or revise any forward-looking statement to reflect new information or events.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

Exhibit Number	Description of the Exhibit
3.1	Amendment No. 4, dated April 30, 2013, to the Second Amended and Restated Agreement of Limited Partnership of Energy Transfer Partners, L.P., as amended.
4.1	Registration Rights Agreement, dated April 30, 2013, by and between Energy Transfer Partners, L.P. and Energy Transfer Equity, L.P.
10.1	First Amendment, dated April 30, 2013, to the Services Agreement, effective as of May 26, 2010, by and among Energy Transfer Equity, L.P., ETE Services Company LLC and Regency Energy Partners LP.
10.2	Second Amendment, dated April 30, 2013, to the Shared Services Agreement dated as of August 26, 2005, as amended May 26, 2010, by and between Energy Transfer Equity, L.P. and Energy Transfer Partners, L.P.
10.3	Amendment No. 2 to Senior Secured Term Loan Agreement by and among Energy Transfer Equity, L.P., the Restricted Persons party thereto, the Lenders party thereto and Credit Suisse AG, in its capacity as administrative agent for the Lenders dated as of April 25, 2013.
10.4	Amendment No. 1 to Senior Secured Bridge Term Loan Agreement by and among Energy Transfer Equity, L.P., the Restricted Persons party thereto, the Lenders party thereto and Credit Suisse AG, in its capacity as administrative agent for the Lenders dated as of April 25, 2013.
10.5	Amendment No. 2 to Amended and Restated Credit Agreement by and among Energy Transfer Equity, L.P., the Restricted Persons party thereto, the Lenders party thereto and Credit Suisse AG, in its capacity as administrative agent for the Lenders dated as of April 29, 2013.
99.1	Press release dated April 30, 2013.

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: May 1, 2013 By: /s/ John W. McReynolds

John W. McReynolds
President and Chief Financial Officer

EXHIBIT INDEX

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99.1	Press release dated April 30, 2013.

AMENDMENT NO. 4 TO

SECOND AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP

OF

ENERGY TRANSFER PARTNERS, L.P.

April 30, 2013

This Amendment No. 4 (this "*Amendment No. 4*") 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 and Amendment No. 3 thereto dated as of April 15, 2013 (as so amended, the "*Partnership Agreement*") is hereby adopted effective as of April 30, 2013, 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, Section 13.1(d)(i) of the Partnership Agreement provides that the General Partner, without the approval of any Partner, may amend any provision 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, acting pursuant to the power and authority granted to it under Section 13.1(d)(i) of the Partnership Agreement, the General Partner has determined that the following amendment to the Partnership Agreement does not adversely affect the Unitholders in any material respect; and

WHEREAS, pursuant to Section 6.1(a)(iv) of the Fourth Amended and Restated Limited Liability Company Agreement (the "***LLC Agreement***") of Energy Transfer Partners, L.L.C., the general partner of the General Partner ("***GP LLC***"), Energy Transfer Equity, L.P. (*"**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 the 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(b) of this Amendment No. 4, and ETE has consented in writing to such amendment;

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

Section 1. Amendments.

(a) Section 1.1 of the Partnership Agreement is hereby amended to add or amend and restate the following definitions in the appropriate alphabetical order:

(i) "Audit Committee" means a committee of the Board of Directors composed entirely of two or more directors who are neither officers nor employees of the General Partner or officers, directors or employees of any Affiliate of the General Partner.

(i) "Board of Directors" means, with respect to the General Partner, its board of directors or board of managers if the General Partner is a corporation or limited liability company, or, if the General Partner is a limited partnership and its general partner is a corporation or limited liability company, the board of directors or board of managers of the general partner of the General Partner.

(ii) "Conflicts Committee" means either the Audit Committee or a committee of the Board of Directors composed entirely of two or more directors who are not (a) security holders, officers or employees of the General Partner, (b) officers, directors or employees of any Affiliate of the General Partner or (c) holders of any ownership interest in the Partnership other than Common Units, and who also meet the independence standards required to serve on an audit committee of a board of directors established by the Securities Exchange Act and the rules and regulations of the Commission thereunder by the National Securities Exchange on which the Common Units are listed or admitted for trading.

(iii) "Holdco Contribution Units" means the 49,484,102 Common Units issued to Energy Transfer Equity, L.P. in connection with the Holdco Transaction.

(iv) "Holdco Transaction" means the contribution by ETE Sigma Holdco, LLC of its 60% interest in ETP Holdco to Operating Partnership pursuant to the Contribution Agreement by and among Energy Transfer Equity, L.P., ETE Sigma Holdco, LLC, the Partnership and Operating Partnership.

(v) "Indemnitee" means (a) the General Partner, any Departing Partner and any Person who is or was an Affiliate of the General Partner or any Departing Partner, (b) any Person who is or was a director, officer, employee, agent or trustee of the Partnership, the Operating Partnership or any other Subsidiary, (c) any Person who is or was an officer, director, employee, agent or trustee of the General Partner or any Departing Partner or any Affiliate of the General Partner or any Departing Partner, (d) any Person who is or was serving at the request of the General Partner or any Departing Partner or any such Affiliate as a director, officer, employee, partner, agent, fiduciary or trustee of another Person; provided, that a Person shall not be an Indemnitee by reason of providing, on a fee-for-services basis, trustee, fiduciary or custodial services.

(vi) "Initial Holdco Reduction Period" has the meaning assigned to such term in Section 6.4(d).

(vii) "Second Holdco Reduction Period" has the meaning assigned to such term in Section 6.4(d).

(b) Section 6.4 is hereby amended by adding a new subsection (d) to such Section:

"(d) Notwithstanding anything to the contrary in this Section 6.4, and without limiting the provisions of Subsections 6.4(b) and 6.4(c), (i) for a period of eight consecutive Quarters commencing with the Quarter during which the consummation of the Holdco Transaction occurs (the "*Initial Holdco Reduction Period*"), 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 computed without regard to the distributions made with respect to the Holdco Contribution Units with respect to such Quarter and (ii) for a period of eight consecutive Quarters commencing with the first Quarter subsequent to the completion of the Initial Holdco Reduction Period (the "*Second Holdco Reduction Period*"), 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 computed without regard to the distributions made with respect to 50% of the Holdco Contribution Units with respect to such Quarter."

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

Section 3. This Amendment 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 has been executed as of the date first above written.

GENERAL PARTNER:

ENERGY TRANSFER PARTNERS GP, L.P.

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

By: /s/ Martin Salinas, Jr.
Name: Martin Salinas, Jr.
Title: Chief Financial Officer

REGISTRATION RIGHTS AGREEMENT

BY AND AMONG

ENERGY TRANSFER EQUITY, L.P.,

AND

ENERGY TRANSFER PARTNERS, L.P.

THIS REGISTRATION RIGHTS AGREEMENT (this "***Agreement***") is made and entered into as of April 30, 2013, by and between ENERGY TRANSFER EQUITY, L.P., a Delaware limited partnership ("***ETE***"), and ENERGY TRANSFER PARTNERS, L.P., a Delaware limited partnership ("***ETP***").

This Agreement is made in connection with the Closing of the issuance by ETP of newly issued common units representing limited partner interests in ETP (the "***ETP Units***") to ETE pursuant to the Contribution Agreement, dated as of March 20, 2013, by and between ETE and ETP (the "***Contribution Agreement***"). ETP has agreed to enter into this Agreement for the benefit of ETE pursuant to the Contribution Agreement. In consideration of the mutual covenants and agreements set forth herein and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party hereto, the parties hereby agree as follows:

ARTICLE I
DEFINITIONS

Section 1.1 *Definitions*.

Capitalized terms used herein without definition shall have the meanings given to them in the Contribution Agreement. The terms set forth below are used herein as so defined:

"Contribution Agreement" has the meaning specified therefor in the Recital of this Agreement.

"Covered ETP Units" means the ETP Units owned by ETE and its Affiliates (as defined in the Second Amended and Restated Agreement of Limited Partnership of ETP dated as of July 28, 2009, as amended), including the 49,484,102 ETP Units issued to ETE pursuant to the Contribution Agreement.

"Effectiveness Period" has the meaning specified therefore in Section 2.1(a) of this Agreement.

"Holder" means the record holder of any Registrable Securities.

"Losses" has the meaning specified therefor in Section 2.7(a) of this Agreement.

"Managing Underwriter" means, with respect to any Underwritten Offering, the book running lead manager of such Underwritten Offering.

"Registrable Securities" means the Covered ETP Units until such time as such securities cease to be Registrable Securities pursuant to Section 1.2 of this Agreement.

"Registration Expenses" has the meaning specified therefor in Section 2.6(a) of this Agreement.

"Selling Expenses" has the meaning specified therefor in Section 2.6(a) of this Agreement.

"Selling Holder" means a Holder who is selling Registrable Securities pursuant to a registration statement.

"Shelf Registration" has the meaning specified therefor in Section 2.1(a) of this Agreement.

"Shelf Registration Statement" has the meaning specified therefor in Section 2.1(a) of this Agreement.

"Underwritten Offering" means an offering (including an offering pursuant to a Shelf Registration Statement) in which ETP Units are sold to an underwriter on a firm commitment basis for reoffering to the public or an offering that is a "bought deal" with one or more investment banks.

Section 1.2 *Registrable Securities.*

Any Registrable Security will cease to be a Registrable Security when (a) a registration statement covering such Registrable Security has been declared effective by the Commission and such Registrable Security has been sold or disposed of pursuant to such effective registration statement, (b) such Registrable Security has been disposed of pursuant to any section of Rule 144 (or any similar provision then in force under the Securities Act), (c) such Registrable Security is held by ETP or one of its subsidiaries, or (d) such Registrable Security is eligible for resale under Rule 144(d) under the Securities Act.

ARTICLE II
REGISTRATION RIGHTS

Section 2.1 *Shelf Registration*.

(a) Shelf Registration.

As soon as practicable following the Closing of the issuance to ETE of the Covered ETP Units pursuant to the terms of the Contribution Agreement, but in any event within 90 days of the Closing, ETP shall prepare and file a registration statement under the Securities Act to permit the public resale of the Registrable Securities from time to time as permitted by Rule 415 of the Securities Act (the "***Shelf Registration Statement***"). ETP shall use its commercially reasonable efforts to cause the Shelf Registration Statement to become effective no later than 180 days after the date of the Closing (the "***Shelf Registration***"). The Shelf Registration Statement filed pursuant to this Section 2.1(a) shall be on such appropriate registration form of the Commission as shall be selected by ETP; provided, however, that if a prospectus supplement will be used in connection with the marketing of an Underwritten Offering from the Shelf Registration Statement and the Managing Underwriter at any time shall notify ETP in writing that, in the sole judgment of such Managing Underwriter, inclusion of detailed information to be used in such prospectus supplement is of material importance to the success of the Underwritten Offering of such Registrable Securities, ETP shall use its commercially reasonable efforts to include such information in such a prospectus supplement. ETP will cause the Shelf Registration Statement filed pursuant to this Section 2.1(a) to be continuously effective under the Securities Act until all Registrable Securities covered by the Shelf Registration Statement have been distributed in the manner set forth and as contemplated in the Shelf Registration Statement or there are no longer any Registrable Securities outstanding (the "***Effectiveness Period***"). The Shelf Registration Statement when declared effective (including the documents incorporated therein by reference) will comply as to form with all applicable requirements of the Securities Act and the Exchange Act and will not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading.

(b) Delay Rights.

Notwithstanding anything to the contrary contained herein, ETP may, upon written notice to any Selling Holder whose Registrable Securities are included in the Shelf Registration Statement, suspend such Selling Holder's use of any prospectus which is a part of the Shelf Registration Statement (in which event the Selling Holder shall discontinue sales of the Registrable Securities pursuant to the Shelf Registration Statement) if ETP (i) is pursuing an acquisition, merger, reorganization, disposition or other similar transaction and determines in good faith that its ability to pursue or consummate such a transaction would be materially adversely affected by any required disclosure of such transaction in the Shelf Registration Statement or (ii) has experienced some other material non-public event the disclosure of which at such time, in the good faith judgment of ETP would materially adversely affect ETP. Upon disclosure of such information or the termination of the condition described above, ETP shall provide prompt notice to the Selling Holders whose Registrable Securities are included in the Shelf Registration Statement, and shall promptly terminate

any suspension of sales it has put into effect and shall take such other actions to permit registered sales of Registrable Securities as contemplated in this Agreement.

Section 2.2 *Underwritten Offering*.

In the event that a Selling Holder elects to dispose of Registrable Securities under the Shelf Registration Statement pursuant to an Underwritten Offering, ETP shall enter into an underwriting agreement in customary form with the Managing Underwriter or Underwriters, which shall include, among other provisions, indemnities to the effect and to the extent provided in Section 2.7, and shall take all such other reasonable actions as are requested by the Managing Underwriter in order to expedite or facilitate the registration and disposition of the Registrable Securities. In connection with any Underwritten Offering under this Agreement, ETP shall be entitled to select the Managing Underwriter or Underwriters. No Selling Holder may participate in such Underwritten Offering unless such Selling Holder agrees to sell its Registrable Securities on the basis provided in such underwriting agreement and completes and executes all questionnaires, powers of attorney, indemnities and other documents reasonably required under the terms of such underwriting agreement. Each Selling Holder may, at its option, require that any or all of the representations and warranties by, and the other agreements on the part of, ETP to and for the benefit of such underwriters also be made to and for such Selling Holder's benefit and that any or all of the conditions precedent to the obligations of such underwriters under such underwriting agreement also be conditions precedent to its obligations. No Selling Holder shall be required to make any representations or warranties to or agreements with ETP or the underwriters other than representations, warranties or agreements regarding such Selling Holder and its ownership of the securities being registered on its behalf and its intended method of distribution and any other representation required by law. If any Selling Holder disapproves of the terms of an underwriting, such Selling Holder may elect to withdraw therefrom by notice to ETP and the Managing Underwriter; provided, however, that such withdrawal must be made up to and including the time of pricing of such offering to be effective. No such withdrawal or abandonment shall affect ETP's obligation to pay Registration Expenses.

Section 2.3 *Registration Procedures*.

In connection with its obligations contained in Section 2.1, ETP will, as expeditiously as possible:

(a) prepare and file with the Commission such amendments and supplements to the Shelf Registration Statement and the prospectus used in connection therewith as may be necessary to keep the Shelf Registration Statement effective for the Effectiveness Period and as may be necessary to comply with the provisions of the Securities Act with respect to the disposition of all securities covered by the Shelf Registration Statement;

(b) furnish to each Selling Holder (i) as far in advance as reasonably practicable before filing the Shelf Registration Statement or any supplement or amendment thereto, upon request, copies of reasonably complete drafts of all such documents proposed to be filed (including furnishing or making available exhibits and each document incorporated by reference therein to the extent then required by the rules and regulations of the Commission), and provide each such Selling Holder the opportunity to object to any information pertaining to such Selling Holder and its plan of distribution that is contained therein and make the corrections reasonably requested by such Selling Holder with respect to such information prior to filing the Shelf Registration Statement or supplement or amendment thereto, and (ii) such number of copies of the Shelf Registration Statement and the prospectus included therein and any supplements and amendments thereto as such Persons may reasonably request in order to facilitate the public sale or other disposition of the Registrable Securities covered by such Shelf Registration Statement or other registration statement;

(c) if applicable, use its commercially reasonable efforts to register or qualify the Registrable Securities covered by the Shelf Registration Statement under the securities or blue sky laws of such jurisdictions as the Selling Holders or, in the case of an Underwritten Offering, the Managing

Underwriter, shall reasonably request, provided that ETP will not be required to qualify generally to transact business in any jurisdiction where it is not then required to so qualify or to take any action which would subject it to general service of process in any such jurisdiction where it is not then so subject;

(d) promptly notify each Selling Holder and each underwriter, at any time when a prospectus relating thereto is required to be delivered under the Securities Act, of (i) the filing of the Shelf Registration Statement or any prospectus or prospectus supplement to be used in connection therewith, or any amendment or supplement thereto, and, with respect to such Shelf Registration Statement, when the same has become effective, and (ii) any written comments from the Commission with respect to any filing referred to in clause (i) and any written request by the Commission for amendments or supplements to the Shelf Registration Statement or any prospectus or prospectus supplement thereto;

(e) immediately notify each Selling Holder and each underwriter, at any time when a prospectus relating thereto is required to be delivered under the Securities Act, of (i) the happening of any event as a result of which the prospectus or prospectus supplement contained in the Shelf Registration Statement, as then in effect, includes an untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements therein not misleading in the light of the circumstances then existing, (ii) the issuance or threat of issuance by the Commission of any stop order suspending the effectiveness of the Shelf Registration Statement, or the initiation of any proceedings for that purpose, or (iii) the receipt by ETP of any notification with respect to the suspension of the qualification of any Registrable Securities for sale under the applicable securities or blue sky laws of any jurisdiction. Following the provision of such notice, ETP agrees to as promptly as practicable amend or supplement the prospectus or prospectus supplement or take other appropriate action so that the prospectus or prospectus supplement does not include an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading in the light of the circumstances then existing and to take such other action as is necessary to remove a stop order, suspension, threat thereof or proceedings related thereto;

(f) furnish to each Selling Holder copies of any and all transmittal letters or other correspondence with the Commission or any other governmental agency or self-regulatory body or other body having jurisdiction (including any domestic or foreign securities exchange) relating to such offering of Registrable Securities;

(g) in the case of an Underwritten Offering, furnish upon request, (i) an opinion of counsel for ETP, dated the effective date of the closing under the underwriting agreement, and (ii) "comfort letters," dated the pricing date of any underwritten offering and letters of like kind dated the date of the closing under the underwriting agreement, in each case, signed by the independent public accountants who have certified ETP's and any other required financial statements included or incorporated by reference into the applicable registration statement, and each of the opinion and the "comfort letters," shall be in customary form and covering substantially the same matters with respect to such registration statement (and the prospectus and any prospectus supplement included therein) and as are customarily covered in opinions of issuer's counsel and in accountants' comfort letters delivered to the underwriters in Underwritten Offerings of securities, and such other matters as such underwriters may reasonably request;

(h) otherwise use its commercially reasonable efforts to comply with all applicable rules and regulations of the Commission, and make available to its security holders, as soon as reasonably practicable, an earnings statement covering the period of at least 12 months, but not more than 18 months, beginning with the first full calendar month after the effective date of such registration statement, which earnings statement shall satisfy the provisions of Section 11(a) of the Securities Act and Rule 158 promulgated thereunder;

(i) make available to the appropriate representatives of the Managing Underwriter and Selling Holders access to such information and ETP personnel as is reasonable and customary to enable such parties to establish a due diligence defense under the Securities Act; provided that ETP need not disclose any

information to any such representative unless and until such representative has entered into a confidentiality agreement with ETP;

(j) cause all such Registrable Securities registered pursuant to this Agreement to be listed on each securities exchange or nationally recognized quotation system on which similar securities issued by ETP are then listed;

(k) use its commercially reasonable efforts to cause the Registrable Securities to be registered with or approved by such other governmental agencies or authorities as may be necessary by virtue of the business and operations of ETP to enable the Selling Holders to consummate the disposition of such Registrable Securities;

(l) provide a transfer agent and registrar for all Registrable Securities covered by such registration statement not later than the effective date of such registration statement; and

(m) enter into customary agreements and take such other actions as are reasonably requested by the Selling Holders or the underwriters, if any, in order to expedite or facilitate the disposition of such Registrable Securities.

Each Selling Holder, upon receipt of notice from ETP of the happening of any event of the kind described in subsection (e) of this Section 2.3, shall forthwith discontinue disposition of the Registrable Securities until such Selling Holder's receipt of the copies of the supplemented or amended prospectus contemplated by subsection (e) of this Section 2.3 or until it is advised in writing by ETP that the use of the prospectus may be resumed, and has received copies of any additional or supplemental filings incorporated by reference in the prospectus, and, if so directed by ETP, such Selling Holder will, or will request the managing underwriter or underwriters, if any, to deliver to ETP (at ETP's expense) all copies in their possession or control, other than permanent file copies then in such Selling Holder's possession, of the prospectus covering such Registrable Securities current at the time of receipt of such notice.

Section 2.4 *Cooperation by Holders*.

ETP shall have no obligation to include in the Shelf Registration Statement Registrable Securities of a Holder who has failed to timely furnish such information which, in the opinion of counsel to ETP, is reasonably required in order for the Shelf Registration Statement or any prospectus or prospectus supplement thereto, as applicable, to comply with the Securities Act.

Section 2.5 *Restrictions on Public Sale by Holders of Registrable Securities*.

Each Holder of Registrable Securities who is included in the Shelf Registration Statement agrees not to effect any public sale or distribution of the Registrable Securities during the 90 calendar day period beginning on the date of a prospectus supplement filed with the Commission with respect to the pricing of an Underwritten Offering, provided that (i) ETP gives written notice to such Holder of the date of the commencement and termination of such period with respect to any such Underwritten Offering and (ii) the duration of the foregoing restrictions shall be no longer than the duration of the shortest restriction generally imposed by the underwriters on ETP or on the officers or directors or any other unitholder of ETP on whom a restriction is imposed.

Section 2.6 *Expenses*.

(a) Certain Definitions.

"Registration Expenses" means all expenses incident to ETP's performance under or compliance with this Agreement to effect the registration of Registrable Securities in a Shelf Registration, and the disposition of such securities, including, without limitation, all registration, filing, securities exchange listing and NYSE fees, all registration, filing, qualification and other fees and expenses of complying with securities or blue sky laws, fees of the National Association of Securities Dealers, Inc., transfer taxes and fees of transfer agents and registrars, all word processing, duplicating and printing expenses, the fees and disbursements of counsel and independent public accountants for ETP, including the expenses of any special audits or "comfort

letters" required by or incident to such performance and compliance. Except as otherwise provided in Section 2.7, ETP shall not be responsible for legal fees incurred by Holders in connection with the exercise of such Holders' rights hereunder. In addition, ETP shall not be responsible for any "***Selling Expenses***," which means all underwriting fees, discounts and selling commissions allocable to the sale of the Registrable Securities.

(b) Expenses.

ETP will pay all Registration Expenses in connection with the Shelf Registration Statement filed pursuant to Section 2.1(a) whether or not the Shelf Registration Statement becomes effective or any sale is made pursuant to the Shelf Registration Statement. Each Selling Holder shall pay all Selling Expenses in connection with any sale of its Registrable Securities hereunder.

Section 2.7 *Indemnification*.

(a) By ETP. In the event of a registration of any Registrable Securities under the Securities Act pursuant to this Agreement, ETP will indemnify and hold harmless each Selling Holder thereunder, its directors and officers of Registrable Securities thereunder and each Person, if any, who controls such Selling Holder or underwriter within the meaning of the Securities Act and the Exchange Act, against any losses, claims, damages, expenses or liabilities (including reasonable attorneys' fees and expenses) (collectively, "***Losses***"), joint or several, to which such Selling Holder or underwriter or controlling Person may become subject under the Securities Act, the Exchange Act or otherwise, insofar as such Losses (or actions or proceedings, whether commenced or threatened, in respect thereof) arise out of or are based upon any untrue statement or alleged untrue statement of any material fact contained in the Shelf Registration Statement, any preliminary prospectus or final prospectus contained therein, or any amendment or supplement thereof, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein (in the case of a prospectus, in light of the circumstances under which they were made) not misleading, and will reimburse each such Selling Holder, its directors and officers, each such underwriter and each such controlling Person for any legal or other expenses reasonably incurred by them in connection with investigating or defending any such Loss or actions or proceedings; provided, however, that ETP will not be liable in any such case if and to the extent that any such Loss arises out of or is based upon an untrue statement or alleged untrue statement or omission or alleged omission so made in conformity with information furnished by such Selling Holder, such underwriter or such controlling Person in writing specifically for use in the Shelf Registration Statement or any prospectus contained therein or any amendment or supplement thereof. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of such Selling Holder or any such director, officer or controlling Person, and shall survive the transfer of such securities by such Selling Holder.

(b) By Each Selling Holder.

Each Selling Holder agrees severally and not jointly to indemnify and hold harmless ETP, its directors and officers, and each Person, if any, who controls ETP within the meaning of the Securities Act or of the Exchange Act to the same extent as the foregoing indemnity from ETP to the Selling Holders, but only with respect to information regarding such Selling Holder furnished in writing by or on behalf of such Selling Holder expressly for inclusion in the Shelf Registration Statement or any prospectus contained therein or any amendment or supplement thereof relating to the Registrable Securities; provided, however, that the liability of each Selling Holder shall not be greater in amount than the dollar amount of the proceeds (net of any Selling Expenses) received by such Selling Holder from the sale of the Registrable Securities giving rise to such indemnification.

(c) Notice.

Promptly after receipt by an indemnified party hereunder of notice of the commencement of any action, such indemnified party shall, if a claim in respect thereof is to be made against the indemnifying party

hereunder, notify the indemnifying party in writing thereof, but the omission so to notify the indemnifying party shall not relieve it from any liability which it may have to any indemnified party other than under this Section 2.7. In any action brought against any indemnified party, it shall notify the indemnifying party of the commencement thereof. The indemnifying party shall be entitled to participate in and, to the extent it shall wish, to assume and undertake the defense thereof with counsel reasonably satisfactory to such indemnified party and, after notice from the indemnifying party to such indemnified party of its election so to assume and undertake the defense thereof, the indemnifying party shall not be liable to such indemnified party under this Section 2.7 for any legal expenses subsequently incurred by such indemnified party in connection with the defense thereof other than reasonable costs of investigation and of liaison with counsel so selected; provided, however, that, (i) if the indemnifying party has failed to assume the defense and employ counsel or (ii) if the defendants in any such action include both the indemnified party and the indemnifying party and counsel to the indemnified party shall have concluded that there may be reasonable defenses available to the indemnified party that are different from or additional to those available to the indemnifying party, or if the interests of the indemnified party reasonably may be deemed to conflict with the interests of the indemnifying party, then the indemnified party shall have the right to select a separate counsel and to assume such legal defense and otherwise to participate in the defense of such action, with the reasonable expenses and fees of such separate counsel and other reasonable expenses related to such participation to be reimbursed by the indemnifying party as incurred. Notwithstanding any other provision of this Agreement, no indemnified party shall settle any action brought against it with respect to which it is entitled to indemnification hereunder without the consent of the indemnifying party, unless the settlement thereof imposes no liability or obligation on, and includes a complete and unconditional release from all liability of, the indemnifying party.

(d) Contribution.

If the indemnification provided for in this Section 2.7 is held by a court or government agency of competent jurisdiction to be unavailable to ETP or any Selling Holder or is insufficient to hold them harmless in respect of any Losses, then each such indemnifying party, in lieu of indemnifying such indemnified party, shall contribute to the amount paid or payable by such indemnified party as a result of such Losses as between ETP on the one hand and such Selling Holder on the other, in such proportion as is appropriate to reflect the relative fault of ETP on the one hand and of such Selling Holder on the other in connection with the statements or omissions that resulted in such Losses, as well as any other relevant equitable considerations; provided, however, that in no event shall such Selling Holder be required to contribute an aggregate amount in excess of the dollar amount of proceeds (net of Selling Expenses) received by such Selling Holder from the sale of Registrable Securities giving rise to such indemnification. The relative fault of ETP on the one hand and each Selling Holder on the other shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact has been made by, or relates to, information supplied by such party, and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The parties hereto agree that it would not be just and equitable if contributions pursuant to this paragraph were to be determined by *pro rata* allocation or by any other method of allocation that does not take account of the equitable considerations referred to in the first sentence of this paragraph. The amount paid by an indemnified party as a result of the Losses referred to in the first sentence of this paragraph shall be deemed to include any legal and other expenses reasonably incurred by such indemnified party in connection with investigating or defending any Loss that is the subject of this paragraph. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any Person who is not guilty of such fraudulent misrepresentation.

(e) Other Indemnification.

The provisions of this Section 2.7 shall be in addition to any other rights to indemnification or contribution which an indemnified party may have pursuant to law, equity, contract or otherwise.

Section 2.8 *Rule 144 Reporting*.

With a view to making available the benefits of certain rules and regulations of the Commission that may permit the sale of the Registrable Securities to the public without registration, ETP agrees to use its commercially reasonable efforts to:

(c) Make and keep public information regarding ETP available, as those terms are understood and defined in Rule 144 of the Securities Act, at all times from and after the date hereof;

(d) File with the Commission in a timely manner all reports and other documents required of ETP under the Securities Act and the Exchange Act at all times from and after the date hereof; and

(e) So long as a Holder owns any Registrable Securities, furnish to such Holder forthwith upon request a copy of the most recent annual or quarterly report of ETP, and such other reports and documents so filed as such Holder may reasonably request in availing itself of any rule or regulation of the Commission allowing such Holder to sell any such securities without registration.

Section 2.9 *Transfer or Assignment of Registration Rights*.

The rights to cause ETP to register Registrable Securities granted to ETE by ETP under this Article II may be transferred or assigned by ETE to one or more transferee(s) or assignee(s) of such Registrable Securities, provided that (a) each such transferee or assignee of such Registrable Securities receives at least $5,000,000 of the Covered ETP Units, (b) ETP is given written notice prior to any said transfer or assignment, stating the name and address of each such transferee and identifying the securities with respect to which such registration rights are being transferred or assigned, and (c) each such transferee assumes in writing responsibility for its portion of the obligations of ETE under this Agreement.

Section 2.10 *Information by Holder*.

Any Holder or Holders of Registrable Securities included in any registration shall promptly furnish to ETP such information regarding such Holder or Holders and the distribution proposed by such Holder or Holders as ETP may reasonably request and as shall be required in connection with any registration, qualification or compliance referred to herein.

ARTICLE III
MISCELLANEOUS

Section 3.1 *Communications*.

All notices and other communications provided for or permitted hereunder shall be made in writing by facsimile, courier service or personal delivery:

(a) if to ETE, at 3738 Oak Lawn Avenue, Dallas, Texas 75219,

(b) if to ETP, 3738 Oak Lawn Avenue, Dallas, Texas 75219.

All such notices and communications shall be deemed to have been received at the time delivered by hand, if personally delivered; when receipt acknowledged, if sent via facsimile or sent via Internet electronic mail; and when actually received, if sent by any other means.

Section 3.2 *Successor and Assigns*.

This Agreement shall inure to the benefit of and be binding upon the successors and assigns of each of the parties, including subsequent Holders of Registrable Securities to the extent permitted herein.

Section 3.3 *Assignment of Rights*.

All or any portion of the rights and obligations of ETE under this Agreement may be transferred or assigned by ETE only in accordance with Section 2.9.

Section 3.4 *Recapitalization, Exchanges, etc*. Affecting the ETP Units.

The provisions of this Agreement shall apply to the full extent set forth herein with respect to any and all units of ETP or any successor or assign of ETP (whether by merger, consolidation, sale of assets or otherwise) that may be issued in respect of, in exchange for or in substitution of, the Registrable Securities, and shall be appropriately adjusted for combinations, recapitalizations and the like occurring after the date of this Agreement.

Section 3.5 *Specific Performance*.

Damages in the event of breach of this Agreement by a party hereto may be difficult, if not impossible, to ascertain, and it is therefore agreed that each such Person, in addition to and without limiting any other remedy or right it may have, will have the right to an injunction or other equitable relief in any court of competent jurisdiction, enjoining any such breach, and enforcing specifically the terms and provisions hereof, and each of the parties hereto hereby waives any and all defenses it may have on the ground of lack of jurisdiction or competence of the court to grant such an injunction or other equitable relief. The existence of this right will not preclude any such Person from pursuing any other rights and remedies at law or in equity which such Person may have.

Section 3.6 *Counterparts*.

This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which counterparts, when so executed and delivered, shall be deemed to be an original and all of which counterparts, taken together, shall constitute but one and the same Agreement.

Section 3.7 *Headings*.

The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

Section 3.8 *Governing Law*.

The laws of the State of Delaware shall govern this Agreement without regard to principles of conflict of laws.

Section 3.9 *Severability of Provisions*.

Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting or impairing the validity or enforceability of such provision in any other jurisdiction.

Section 3.10 *Entire Agreement*.

This Agreement is intended by the parties as a final expression of their agreement and intended to be a complete and exclusive statement of the agreement and understanding of the parties hereto in respect of the subject matter contained herein. There are no restrictions, promises, warranties or undertakings, other than those set forth or referred to herein with respect to the rights granted by ETP set forth herein. This Agreement supersedes all prior agreements and understandings between the parties with respect to such subject matter.

Section 3.11 *Amendment*.

This Agreement may be amended only by means of a written amendment signed by ETP and the Holders of a majority of the then outstanding Registrable Securities; provided, however, that no such amendment shall materially and adversely affect the rights of any Holder hereunder without the consent of such Holder.

Section 3.12 *No Presumption*.

In the event any claim is made by a party relating to any conflict, omission, or ambiguity in this Agreement, no presumption or burden of proof or persuasion shall be implied by virtue of the fact that this Agreement was prepared by or at the request of a particular party or its counsel.

[THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement 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/ Kelcy L. Warren
Name: Kelcy L. Warren
Title: Chief Executive Officer

ENERGY TRANSFER EQUITY, L.P.

By: LE GP, LLC, its general partner

By: /s/ John W. McReynolds
Name: John W. McReynolds
Title: President and Chief Financial Officer

FIRST AMENDMENT TO SERVICES AGREEMENT

This First Amendment to Services Agreement (this "*First Amendment*") is effective as of this 30th day of April, 2013, by and among ETE Services Company, LLC ("*Services Co*"), Energy Transfer Equity, L.P. ("*ETE*") and Regency Energy Partners LP ("*Regency*"). Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Agreement (as defined below).

WITNESSETH

WHEREAS, Services Co, ETE and Regency (collectively "*the Parties*") are parties to that certain Services Agreement, effective as of May 26, 2010 (the "Agreement"), covering the provision of certain services by Services Co to Regency; and

WHEREAS, the Parties desire to amend the Agreement as set forth below.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree that the Agreement shall be amended as follows:

1. The Service Fee shall be waived effective as of May 1, 2013 through and including April 30, 2015.

2. The Parties agree that, effective as of May 1, 2013 and continuing through and including April 30, 2015, Direct Expenses payable each month shall be the sum of $458,333, the monthly as-billed cost for network services/telecom and software required to support the assets of Southern Union Gas Services, Ltd. and Regency, and all costs charged to the following cost centers for work performed on Regency-owned assets during such month:

651836	Meas Data Services
653711	NLA
693710	RIGS
653710	South Texas
653713	Waha
653712	Midcon
690710	Edwards Lime JV
694710	Ranch JV
590763	SUGS

3. Article II, Section 2.1 is deleted in its entirety and replaced with the following:

   Section 2.1 Scope of G&A Services. Services Co will provide (whether directly or by subcontracting with another Person to provide pursuant to Section 2.3) to the Regency Group general and administrative services in support of the following functions: accounting, tax, SEC compliance, information technology, Sarbanes-Oxley compliance, treasury, human resources, measurement, regulatory compliance, and facilities management. The Parties may add or delete services by mutual written agreement. In addition, Services Co will appoint a single point of contact to serve as the Customer Service Representative for the Regency Group and whose function shall be to ensure that the Regency Group receives service consistent with the Standard of Care set forth in Section 2.4 hereof. In the event that Regency is dissatisfied with the Customer Service Representative, Service Co shall replace him/her with a person acceptable to Regency.

4. The following shall be added as Section 4.7:

> Section 4.7 Unilateral Termination Right. Regency shall have the unilateral right to terminate this Agreement upon ninety (90) days prior written notice ("Termination Notice") if Regency is dissatisfied with the service being provided and Services Company fails to adequately address Regency's concerns within thirty (30) days of Regency's written notice to the Customer Service Representative of such concerns. Upon receipt of a Termination Notice, Services Company shall work in good faith with Regency to transition the G&A Services in accordance with Section 4.5.

Except as waived or amended by this First Amendment, the Agreement shall remain unmodified and in full force and effect.

This First Amendment shall be governed by and construed and interpreted in accordance with the laws of the State of Texas, without giving effect to the conflicts of law provisions or rules (whether of the State of Texas or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Texas.

This First Amendment may be executed by facsimile signatures and such signatures shall be deemed binding for all purposes hereof without delivery of an original signature being thereafter required. This First Amendment may be executed in one or more counterparts, each of which, when executed, shall be deemed to be an original and all of which together shall constitute one and the same documents.

IN WITNESS WHEREOF, this First Amendment is executed as of the date first above written.

ETE SERVICES COMPANY, LLC

By: Energy Transfer Equity, L.P., its sole member
By: LE GP LLC, its general partner

By: /s/ John W. McReynolds

Name: John W. McReynolds

Title: President and Chief Executive Officer

ENERGY TRANSFER EQUITY, L.P.

By: LE GP LLC, its general partner

By: /s/ John W. McReynolds

Name: John W. McReynolds

Title: President and Chief Executive Officer

REGENCY ENERGY PARTNERS LP

By: Regency GP LP, its general partner
By: Regency GP LLC, its general partner

By: /s/ Thomas E. Long

Name: Thomas E. Long

Title: Vice President and Chief Financial Officer

SECOND AMENDMENT
TO
SHARED SERVICES AGREEMENT

THIS SECOND AMENDMENT TO SHARED SERVICES AGREEMENT (this "***Amendment***") is made and entered into as of April 30, 2013, 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 to that certain Shared Services Agreement, dated as of August 26, 2005 (the "***Services Agreement***");

WHEREAS, the Parties entered into a First Amendment to the Services Agreement, dated as of May 26, 2010 (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 Services Agreement Provisions.

(a) Amendments to Exhibits. The Services Agreement is revised by attaching Annex A to this Amendment, "Holdco Services," as Exhibit 7 to the Services Agreement.

(b) Amendments to Section 2.1. The first sentence of Section 2.1 of the Services Agreement is hereby amended and restated in its entirety as follows:

"Exhibits 1 through 7 attached to and made a part of this Agreement describe the services to be provided by ETP to ETE, as designated from time to time by ETE (the "Services")."

(c) Amendment to Section 9.1. Section 9.1 of the Services Agreement is hereby amended to add the following sentence at the end of such section:

"The obligations of ETE set forth in Exhibit 7 shall survive the termination of the Services described therein and the termination of this Agreement."

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 and Chief Financial Officer

ANNEX A

(SEE NEXT PAGE)

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 a $20 million annual fee to ETP for 3 years, which annual fee will be fixed for the three-year period. 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 $5 million, with the first payment to be made on June 30, 2013. Such fee shall be in addition to any other fee owed to ETP pursuant to the Agreement.

AMENDMENT NO. 2 TO SENIOR SECURED TERM LOAN AGREEMENT

THIS AMENDMENT NO. 2 TO SENIOR SECURED TERM LOAN AGREEMENT (this "Amendment") dated as of April 25, 2013 is among Energy Transfer Equity, L.P., a Delaware limited partnership (the "Borrower"), the Restricted Persons party hereto, the several banks and other financial institutions signatories hereto (the "Lenders"), Credit Suisse AG, as Administrative Agent for the Lenders (the "Administrative Agent"), and U.S. Bank National Association, as Collateral Agent for the Secured Parties (as defined in the Pledge Agreement referred to below) (the "Collateral Agent").

RECITALS

A. The Borrower, the Lenders and the Administrative Agent are parties to a Senior Secured Term Loan Agreement dated as of March 23, 2012 (as amended by that certain Amendment No. 1 to Senior Secured Term Loan Agreement dated August 2, 2012 and as further amended, modified or supplemented prior to the date hereof, the "Existing Term Loan Agreement").

B. The Borrower, the other Restricted Persons named therein and the Collateral Agent are party to an Amended and Restated Pledge and Security Agreement, dated as of March 23, 2012 (as amended, modified or supplemented prior to the date hereof, the "Pledge Agreement").

C. The Borrower has requested that the Existing Term Loan Agreement and the Pledge Agreement be amended in the manner set forth herein (the Existing Term Loan Agreement, as amended by this Amendment, the "Term Loan Agreement"), subject to the satisfaction of the conditions precedent to effectiveness referred to in Section 4 hereof.

D. The Borrower has requested that the Majority Lenders waive certain mandatory prepayments of the Loans as set forth herein, subject to the satisfaction of the conditions precedent to effectiveness referred to in Section 4 hereof.

E. NOW, THEREFORE, in consideration of the foregoing and the mutual covenants set forth in this Amendment, the Borrower, the Restricted Persons party hereto, the Administrative Agent and the Majority Lenders (and, solely with respect to Section 2 of this Amendment, the Collateral Agent) agree as follows:

1. Amendments to Existing Term Loan Agreement as of the Amendment Effective Date. The Existing Term Loan Agreement is amended, as of the Amendment Effective Date (as defined below), as follows:

1.1 Amendments to Section 1.01 (Defined Terms).

(a) The following definitions are added in the appropriate alphabetical order:

"Acquired ETP Units" has the meaning given to such term in Section 7.04(d).

"Holdco Transactions" means the transactions contemplated by (a) that certain Contribution Agreement dated as of March 20, 2013 as amended, restated, supplemented or otherwise modified from time to time, by and among the Borrower, SUG Holdco, ETP and Heritage ETC, L.P., a Delaware limited partnership, and (b) all other agreements entered into in connection with the foregoing.

"Second Amendment Effective Date" means April 25, 2013.

(b) The definition of "Collateral" is hereby amended to add the following language at the end thereof:

For the avoidance of doubt, "Collateral" shall not include the Equity Interests in Energy Transfer LNG Export, LLC, Energy Transfer Crude Oil Company, LLC, or any of their respective subsidiaries held, directly or indirectly, by any Restricted Person.

(c) The definition of "Unrestricted Persons" is hereby amended to include, as Unrestricted Persons, Energy Transfer LNG Export, LLC, Energy Transfer Crude Oil Company, LLC, and each of their respective subsidiaries.

1.2 Amendment to Section 7.04(a). Section 7.04(a) of the Existing Term Loan Agreement is hereby amended by deleting clause (iii) thereof in its entirety and replacing it with the following language:

(iii) the sale of limited partnership units of an MLP or Equity Interests of the Company held directly or indirectly by the Borrower, provided that with respect to this clause (iii) (A) no Default or Event of Default shall have occurred or be continuing or would result therefrom, (B)(1) the aggregate sale of limited partnership units of ETP from and after the Second Amendment Effective Date shall not exceed the greater of (y) 25% of such units owned by the Borrower or of such units owned by its Restricted Subsidiaries as of the Second Amendment Effective Date and (z) 25% of such units owned by the Borrower or of such units owned by its Restricted Subsidiaries as of the closing of the Holdco Transactions and (2) the aggregate sale of limited partnership units of Regency from and after the Second Amendment Effective Date shall not exceed 25% of such units owned by the Borrower or of such units owned by its Restricted Subsidiaries as of the Second Amendment Effective Date, (C) after giving effect to such sale on a pro forma basis as if it had occurred on the first day of the test period most recently ended, the Borrower shall be in compliance with Section 7.12, and (D) the Net Asset Sale Proceeds thereof in excess of $25,000,000 shall be applied to prepay the Loans (as contemplated by Section 2.05(b))

1.3. Amendments to Section 7.04(d).

(a) The first sentence of Section 7.04(d) of the Existing Term Loan Agreement is hereby amended by deleting "and (iii)" at the end of such clause (ii) and replacing it with the following language:

, (iii) on or after the Second Amendment Effective Date, ETP GP or any other Restricted Person may relinquish incentive distribution rights with respect to the common units in ETP acquired by the Borrower or any other Restricted Person in connection with the Holdco Transactions (the "Acquired ETP Units"), in an amount equal to (x) for each of the first eight consecutive fiscal quarters beginning with the quarter in which the Holdco Transactions occur, all of the incentive distribution rights with respect to distributions on the Acquired ETP Units and (y) for each of the eight consecutive fiscal quarters thereafter, incentive distribution rights with respect to distributions on 50% of the Acquired ETP Units, or, in each case, in such other amounts as may be agreed by ETP GP or any other Restricted Person from time to time and (iv)

(b) The second sentence of Section 7.04(d) of the Existing Term Loan Agreement is hereby amended by replacing "clause (iii)" with the language "clause (iv)".

2. Amendments to Pledge Agreement as of the Amendment Effective Date. The Administrative Agent and the Majority Lenders hereby authorize and direct the Collateral Agent to amend the Pledge Agreement, and the Pledge Agreement is hereby amended, as of the Amendment Effective Date, as follows:

2.1 Amendments to Section 1.1 (Defined Terms).

(a) The definition of "Collateral" is hereby amended to add the following language at the end thereof:

For the avoidance of doubt, "Collateral" shall not include the Equity Interests in Energy Transfer LNG Export, LLC, Energy Transfer Crude Oil Company, LLC, or any of their respective subsidiaries held, directly or indirectly, by any Restricted Person.

2.2 Amendment to Section 2.1. Section 2.1 of the Pledge Agreement is hereby amended by deleting the second full paragraph after clause (m) thereof in its entirety and replacing it with the following language:

Notwithstanding anything to the contrary contained in this Section 2.1, (a) in no event shall the foregoing include the Equity Interests in Energy Transfer LNG Export, LLC, Energy Transfer Crude Oil Company, LLC, or any of their respective subsidiaries held, directly or indirectly, by any Restricted Person and at no time shall such Equity Interests constitute "Collateral", "General Intangibles" or "Company Rights" for purposes of this Security Agreement and (b) if the documents governing any of the foregoing Collateral contain enforceable restrictions on the assignment or transfer of any Grantor's rights thereunder, then the security interests granted under this Security Agreement shall be limited only to the extent necessary to comply with such enforceable restrictions (with such limitation automatically ceasing upon removal of, or receipt of any consent with respect to, such restrictions), and will in any event attach to the amounts payable to such Grantor under any such agreement.

3. Consents With Respect to LNG Subsidiaries.

3.1 Borrower owns 60% of the equity interests in each of Energy Transfer LNG Export, LLC ("LNG Export") and Energy Transfer Crude Oil Company, LLC ("Crude Oil Company" and together with LNG Export and their respective subsidiaries, collectively, the "LNG Subsidiaries"). Notwithstanding any term, provision or condition of the Loan Documents to the contrary (including for the avoidance of doubt Section 2.1 of the Pledge Agreement), each of the Administrative Agent and the undersigned Majority Lenders hereby agrees that (a) each of the LNG Subsidiaries shall be deemed an Unrestricted Person as of its respective date of formation and (b) the Equity Interests in the LNG Subsidiaries held, directly or indirectly, by any Restricted Person shall not be included in the Collateral securing the Obligations.

3.2 Each of the Administrative Agent and the undersigned Majority Lenders hereby (a) waives any requirement in the Loan Documents that the Equity Interests in the LNG Subsidiaries be pledged as Collateral to secure the Obligations and (b) consents to and waives any provisions of the Loan Documents prohibiting the sale of any or all of the issued and outstanding equity interests in or any or all or substantially all of the assets of any or all of the LNG Subsidiaries.

4. Waiver of Mandatory Prepayments. The undersigned Majority Lenders hereby waive any mandatory prepayment (and all other requirements of Section 2.05(b)) with respect to Net Asset Sale Proceeds resulting from the Holdco Transactions (as defined above), solely to the extent that such Net Asset Sale Proceeds are applied, no later than the third Business Day following the date of receipt thereof, to repay (i) loans outstanding under the $275.0 million Senior Secured Bridge Loan Agreement, executed as of April 1, 2013 (as amended, restated, extended, supplemented or otherwise modified in writing from time to time), among the Borrower, Credit Suisse AG, as administrative agent, and the other parties thereto and (ii) loans outstanding under the Revolving Credit Agreement in an aggregate principal amount not to exceed $75,000,000.

5. Amendment Effectiveness. The effectiveness of this Amendment is subject to the satisfaction of the following conditions precedent:

(a) the Administrative Agent shall have received:

(i) an original counterpart of this Amendment, duly executed by the Borrower, the Administrative Agent, the Collateral Agent (solely with respect to effectiveness of Section 2), each Restricted Person and the Majority Lenders; and

(ii) a certificate signed by a Responsible Officer of the Borrower certifying that the representations and warranties of the Borrower set forth in Section 7 of this Amendment shall be true and correct; and

(b) the Borrower shall have paid all fees, charges and disbursements of counsel to the Administrative Agent to the extent invoiced at least one (1) day prior to the Amendment Effective Date, plus such additional amounts of such fees, charges and disbursements as shall constitute its reasonable estimate of such fees, charges and disbursements incurred or to be incurred by it through the Amendment Effective Date (provided that such estimate shall not thereafter preclude a final settling of accounts between the Borrower and the Administrative Agent).

The date on which such conditions have been satisfied (or waived) is referred to herein as the "Amendment Effective Date".

6. Defined Terms. Each capitalized term not defined in this Amendment shall have the definition ascribed such term in the Existing Term Loan Agreement.

7. Representations and Warranties. The Borrower hereby represents and warrants to the Administrative Agent and each of the Lenders as follows:

(a) This Amendment has been duly authorized by all necessary limited partnership action and constitutes the binding obligation of the Borrower.

(b) Each Restricted Person has duly taken all action necessary to authorize the execution and delivery by it of this Amendment and to authorize the consummation of the transactions contemplated hereby and the performance of its obligations hereunder.

(c) The execution and delivery by the various Restricted Persons of this Amendment, the performance by each of its obligations hereunder, and the consummation of the transactions contemplated hereby, do not and will not (i) conflict with any provision of (A) any Law, (B) the organizational documents of the Borrower, any of its Subsidiaries or the General Partner, (C) any agreement governing material Indebtedness for borrowed money of the Restricted Persons or (D) any other material agreement, judgment, license, order or permit applicable to or binding upon the Borrower, any of its Restricted Subsidiaries or the General Partner, (ii) result in the acceleration of any material Indebtedness owed by the Borrower, any of its Restricted Subsidiaries or the General Partner, or (iii) result in or require the creation of any Lien upon any assets or properties of the Borrower, any of its Restricted Subsidiaries or the General Partner. No permit, consent, approval, authorization or order of, and no notice to or filing, registration or qualification with, any Tribunal or third party is required in connection with the execution, delivery or performance by any Restricted Person of this Amendment or to consummate any transactions contemplated hereby.

(d) After giving effect to this Amendment, no Default or Event of Default has occurred and is continuing.

(e) Since December 31, 2012, no event or circumstance has occurred that has had, or could reasonably be expected to have, a Material Adverse Effect.

8. Confirmation of Loan Documents. By its execution on the respective signature lines provided below, as of the Amendment Effective Date, each of the Restricted Persons hereby confirms and ratifies all of its obligations and the Liens granted by it under the Loan Documents (in each case, as amended hereby as of such date) to which it is a party, represents and warrants that the representations and warranties set forth in such Loan Documents are complete and correct in all material respects on the date hereof as if made on and as of such date, except to the extent any such representations and warranties are expressly limited to an earlier date, in which case, such representations and warranties shall continue to be complete and correct in all material respects as of such specified earlier date and confirms that all references in such Loan Documents to the "Credit Agreement" (or words of similar import) refer to the Term Loan Agreement as amended hereby as of such date without impairing any such obligations or Liens in any respect.

9. Effect of Amendment. On and after the Amendment Effective Date, each reference to the Existing Term Loan Agreement in any Loan Document shall be deemed to be a reference to the Existing Term Loan Agreement, as amended by this Amendment. On and after the Amendment Effective Date, this Amendment shall constitute a "Loan Document" for all purposes of the Term Loan Agreement and the other Loan Documents. On and after the Amendment Effective Date, the terms "Agreement", "this Agreement", "herein", "hereinafter", "hereto", "hereof", and words of similar import, as used in the Term Loan Agreement, shall, unless the context otherwise requires, mean the Term Loan Agreement.

10. Confidentiality. The parties hereto agree that all information received from the Borrower or any Subsidiary in connection with this Amendment shall be deemed to constitute Information, for purposes of Section 10.07 of the Term Loan Agreement, regardless of whether such information was clearly identified at the time of delivery as confidential.

11. Counterparts. This Amendment may be executed by all parties hereto in any number of separate counterparts each of which may be delivered in original, facsimile or other electronic (e.g., ".pdf") form and all of such counterparts taken together constitute one instrument.

12. References. The words "hereby," "herein," "hereinabove," "hereinafter," "hereinbelow," "hereof," "hereunder" and words of similar import when used in this Amendment refer to this Amendment as a whole and not to any particular article, section or provision of this Amendment.

13. Headings Descriptive. The headings of the several sections of this Amendment are inserted for convenience only and do not in any way affect the meaning or construction of any provision of this Amendment.

14. Governing Law. This Amendment is governed by and will be construed in accordance with the law of the State of New York.

15. Final Agreement of the Parties. THIS AMENDMENT, THE TERM LOAN AGREEMENT AND THE OTHER LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT AMONG THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS AMONG THE PARTIES.

[Signatures on following pages.]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be made, executed and delivered by their duly authorized officers as of the day and year first above written.

ENERGY TRANSFER EQUITY, L.P.,
By: LE GP, LLC, its general partner

By: /s/ John W. McReynolds
John W. McReynolds
President and Chief Financial Officer

ETE GP ACQUIRER LLC,
By: Energy Transfer Equity, L.P., its sole member
By: LE GP, LLC, its general partner

ETE SERVICES COMPANY, LLC,
By: Energy Transfer Equity, L.P., its sole member
By: LE GP, LLC, its general partner

By: /s/ John W. McReynolds
John W. McReynolds
President and Chief Financial Officer

ENERGY TRANSFER PARTNERS, L.L.C.

By: /s/ Martin Salinas Jr.
Martin Salinas Jr.
Chief Financial Officer

REGENCY GP LP
By: Regency GP LLC, its general partner

REGENCY EMPLOYEES MANAGEMENT HOLDINGS LLC
By: Regency GP LP, its sole member
By: Regency GP LLC, its general partner

REGENCY EMPLOYEES MANAGEMENT LLC
By: Regency GP LLC
AND
By: Regency Employee Management Holdings, LLC, its members
By: Regency GP LP, its sole member
By: Regency GP LLC, its general partner

By: /s/ Michael J. Bradley
Michael J. Bradley
President and Chief Executive Officer

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Administrative Agent

By: /s/ Vipul Dhadda
Name: Vipul Dhadda
Title: Authorized Signatory

By: /s/ Michael Spaight
Name: Michael Spaight
Title: Authorized Signatory

U.S. BANK NATIONAL ASSOCIATION, as Collateral Agent

By: /s/ Mauri J. Cowen
Name: Mauri J. Cowen
Title: Vice President

AMENDMENT NO. 1 TO SENIOR SECURED BRIDGE TERM LOAN AGREEMENT

THIS AMENDMENT NO. 1 TO SENIOR SECURED BRIDGE TERM LOAN AGREEMENT (this "Amendment") dated as of April 25, 2013 is among Energy Transfer Equity, L.P., a Delaware limited partnership (the "Borrower"), the Restricted Persons party hereto, the several banks and other financial institutions signatories hereto (the "Lenders"), Credit Suisse AG, as Administrative Agent for the Lenders (the "Administrative Agent") and U.S. Bank National Association, as Collateral Agent for the Secured Parties (as defined in the Pledge Agreement referred to below) (the "Collateral Agent").

RECITALS

A. The Borrower, the Lenders and the Administrative Agent are parties to a Senior Secured Bridge Term Loan Agreement dated as of April 1, 2013 (the "Existing Bridge Loan Agreement").

B. The Borrower, the other Restricted Persons named therein and the Collateral Agent are party to an Amended and Restated Pledge and Security Agreement, dated as of March 23, 2012 (as amended, modified or supplemented prior to the date hereof, the "Pledge Agreement").

C. The Borrower has requested that the Existing Bridge Loan Agreement and the Pledge Agreement be amended in the manner set forth herein (the Existing Bridge Loan Agreement, as amended by this Amendment, the "Bridge Loan Agreement"), subject to the satisfaction of the conditions precedent to effectiveness referred to in Section 4 hereof.

E. NOW, THEREFORE, in consideration of the foregoing and the mutual covenants set forth in this Amendment, the Borrower, the Restricted Persons party hereto, the Administrative Agent and the Majority Lenders (and, solely with respect to Section 2 of this Amendment, the Collateral Agent) agree as follows:

1. Amendments to Existing Bridge Loan Agreement as of the Amendment Effective Date. The Existing Bridge Loan Agreement is amended, as of the Amendment Effective Date (as defined below), as follows:

1. Amendments to Section 1.01 (Defined Terms).

(a) The following definitions are added in the appropriate alphabetical order:

"Acquired ETP Units" has the meaning given to such term in Section 7.04(d).

"Holdco Transactions" means the transactions contemplated by (a) that certain Contribution Agreement dated as of March 20, 2013 as amended, restated, supplemented or otherwise modified from time to time, by and among the Borrower, SUG Holdco, ETP and Heritage ETC, L.P., a Delaware limited partnership, and (b) all other agreements entered into in connection with the foregoing.

"First Amendment Effective Date" means April 25, 2013.

(b) The definition of "Collateral" is hereby amended to add the following language at the end thereof: For the avoidance of doubt, "Collateral" shall not include the Equity Interests in Energy Transfer LNG Export, LLC, Energy Transfer Crude Oil Company, LLC, or any of their respective subsidiaries held, directly or indirectly, by any Restricted Person.

(c) The definition of "Unrestricted Persons" is hereby amended to include, as Unrestricted Persons, Energy Transfer LNG Export, LLC, Energy Transfer Crude Oil Company, LLC, and each of their respective subsidiaries.

2. Amendment to Section 7.04(a). Section 7.04(a) of the Existing Bridge Loan Agreement is hereby amended by deleting clause (iii) thereof in its entirety and replacing it with the following language:
(iii) the sale of limited partnership units of an MLP or Equity Interests of the Company held directly or indirectly by the Borrower, provided that with respect to this clause (iii) (A) no Default or Event of Default shall have occurred or be continuing or would result therefrom, (B)(1) the aggregate sale of limited partnership units of ETP from and after the First Amendment Effective Date shall not exceed the greater of (y) 25% of such units owned by the Borrower or of such units owned by its Restricted Subsidiaries as of the First Amendment Effective Date and (z) 25% of such units owned by the Borrower or of such units owned by its Restricted Subsidiaries as of the closing of the Holdco Transactions and (2) the aggregate sale of limited partnership units of Regency from and after the First Amendment Effective Date shall not exceed 25% of such units owned by the Borrower or of such units owned by its Restricted Subsidiaries as of the First Amendment Effective Date, (C) after giving effect to such sale on a pro forma basis as if it had occurred on the first day of the test period most recently ended, the Borrower shall be in compliance with Section 7.12, and (D) the Net Asset Sale Proceeds thereof in excess of $25,000,000 shall be applied to prepay the Loans (as contemplated by Section 2.05(b))

1.3. Amendments to Section 7.04(d).

(a) The first sentence of Section 7.04(d) of the Existing Bridge Loan Agreement is hereby amended by deleting "and (iii)" at the end of such clause (ii) and replacing it with the following language:
, (iii) on or after the First Amendment Effective Date, ETP GP or any other Restricted Person may relinquish incentive distribution rights with respect to the common units in ETP acquired by the Borrower or any other Restricted Person in connection with the Holdco Transactions (the "Acquired ETP Units"), in an amount equal to (x) for each of the first eight consecutive fiscal quarters beginning with the quarter in which the Holdco Transactions occur, all of the incentive distribution rights with respect to distributions on the Acquired ETP Units and (y) for each of the eight consecutive fiscal quarters thereafter, incentive distribution rights with respect to

distributions on 50% of the Acquired ETP Units, or, in each case, in such other amounts as may be agreed by ETP GP or any other Restricted Person from time to time and (iv)

(b) The second sentence of Section 7.04(d) of the Existing Bridge Loan Agreement is hereby amended by replacing "clause (iii)" with the language "clause (iv)".

2. Amendments to Pledge Agreement as of the Amendment Effective Date. The Administrative Agent and the Majority Lenders hereby authorize and direct the Collateral Agent to amend the Pledge Agreement, and the Pledge Agreement is hereby amended, as of the Amendment Effective Date, as follows:

2.1 Amendments to Section 1.1 (Defined Terms).

(a) The definition of "Collateral" is hereby amended to add the following language at the end thereof:

For the avoidance of doubt, "Collateral" shall not include the Equity Interests in Energy Transfer LNG Export, LLC, Energy Transfer Crude Oil Company, LLC, or any of their respective subsidiaries held, directly or indirectly, by any Restricted Person.

2.2 Amendment to Section 2.1. Section 2.1 of the Pledge Agreement is hereby amended by deleting the second full paragraph after clause (m) thereof in its entirety and replacing it with the following language:

Notwithstanding anything to the contrary contained in this Section 2.1, (a) in no event shall the foregoing include the Equity Interests in Energy Transfer LNG Export, LLC, Energy Transfer Crude Oil Company, LLC, or any of their respective subsidiaries held, directly or indirectly, by any Restricted Person and at no time shall such Equity Interests constitute "Collateral", "General Intangibles" or "Company Rights" for purposes of this Security Agreement and (b) if the documents governing any of the foregoing Collateral contain enforceable restrictions on the assignment or transfer of any Grantor's rights thereunder, then the security interests granted under this Security Agreement shall be limited only to the extent necessary to comply with such enforceable restrictions (with such limitation automatically ceasing upon removal of, or receipt of any consent with respect to, such restrictions), and will in any event attach to the amounts payable to such Grantor under any such agreement.

3. Consents With Respect to LNG Subsidiaries.

3.1 Borrower owns 60% of the equity interests in each of Energy Transfer LNG Export, LLC ("LNG Export") and Energy Transfer Crude Oil Company, LLC ("Crude Oil Company" and together with LNG Export and their respective subsidiaries, collectively, the "LNG Subsidiaries"). Notwithstanding any term, provision or condition of the Loan Documents to the contrary (including

for the avoidance of doubt Section 2.1 of the Pledge Agreement), each of the Administrative Agent and the undersigned Majority Lenders hereby agrees that (a) each of the LNG Subsidiaries shall be deemed an Unrestricted Person as of its respective date of formation and (b) the Equity Interests in the LNG Subsidiaries held, directly or indirectly, by any Restricted Person shall not be included in the Collateral securing the Obligations.

3.2 Each of the Administrative Agent and the undersigned Majority Lenders hereby (a) waives any requirement in the Loan Documents that the Equity Interests in the LNG Subsidiaries be pledged as Collateral to secure the Obligations and (b) consents to and waives any provisions of the Loan Documents prohibiting the sale of any or all of the issued and outstanding equity interests in or any or all or substantially all of the assets of any or all of the LNG Subsidiaries.

4. Amendment Effectiveness. The effectiveness of this Amendment is subject to the satisfaction of the following conditions precedent:

(a) the Administrative Agent shall have received:

(i) an original counterpart of this Amendment, duly executed by the Borrower, the Administrative Agent, the Collateral Agent (solely with respect to effectiveness of Section 2), each Restricted Person and the Majority Lenders; and

(ii) a certificate signed by a Responsible Officer of the Borrower certifying that the representations and warranties of the Borrower set forth in Section 6 of this Amendment shall be true and correct; and

(b) the Borrower shall have paid all fees, charges and disbursements of counsel to the Administrative Agent to the extent invoiced at least one (1) day prior to the Amendment Effective Date, plus such additional amounts of such fees, charges and disbursements as shall constitute its reasonable estimate of such fees, charges and disbursements incurred or to be incurred by it through the Amendment Effective Date (provided that such estimate shall not thereafter preclude a final settling of accounts between the Borrower and the Administrative Agent).

The date on which such conditions have been satisfied (or waived) is referred to herein as the "Amendment Effective Date".

5. Defined Terms. Each capitalized term not defined in this Amendment shall have the definition ascribed such term in the Existing Bridge Loan Agreement.

6. Representations and Warranties. The Borrower hereby represents and warrants to the Administrative Agent and each of the Lenders as follows:

(a) This Amendment has been duly authorized by all necessary limited partnership action and constitutes the binding obligation of the Borrower.

(b) Each Restricted Person has duly taken all action necessary to authorize the execution and delivery by it of this Amendment and to authorize the consummation of the transactions contemplated hereby and the performance of its obligations hereunder.

(c) The execution and delivery by the various Restricted Persons of this Amendment, the performance by each of its obligations hereunder, and the consummation of the transactions contemplated hereby, do not and will not (i) conflict with any provision of (A) any Law, (B) the organizational documents of the Borrower, any of its Subsidiaries or the General Partner, (C) any agreement governing material Indebtedness for borrowed money of the Restricted Persons or (D) any other material agreement, judgment, license, order or permit applicable to or binding upon the Borrower, any of its Restricted Subsidiaries or the General Partner, (ii) result in the acceleration of any material Indebtedness owed by the Borrower, any of its Restricted Subsidiaries or the General Partner, or (iii) result in or require the creation of any Lien upon any assets or properties of the Borrower, any of its Restricted Subsidiaries or the General Partner. No permit, consent, approval, authorization or order of, and no notice to or filing, registration or qualification with, any Tribunal or third party is required in connection with the execution, delivery or performance by any Restricted Person of this Amendment or to consummate any transactions contemplated hereby.

(d) After giving effect to this Amendment, no Default or Event of Default has occurred and is continuing.

(e) Since December 31, 2012, no event or circumstance has occurred that has had, or could reasonably be expected to have, a Material Adverse Effect.

7. Confirmation of Loan Documents. By its execution on the respective signature lines provided below, as of the Amendment Effective Date, each of the Restricted Persons hereby confirms and ratifies all of its obligations and the Liens granted by it under the Loan Documents (in each case, as amended hereby as of such date) to which it is a party, represents and warrants that the representations and warranties set forth in such Loan Documents are complete and correct in all material respects on the date hereof as if made on and as of such date, except to the extent any such representations and warranties are expressly limited to an earlier date, in which case, such representations and warranties shall continue to be complete and correct in all material respects as of such specified earlier date and confirms that all references in such Loan Documents to the “Credit Agreement” (or words of similar import) refer to the Bridge Loan Agreement as amended hereby as of such date without impairing any such obligations or Liens in any respect.

8. Effect of Amendment. On and after the Amendment Effective Date, each reference to the Existing Bridge Loan Agreement in any Loan Document shall be deemed to be a reference to the Existing Bridge Loan Agreement, as amended by this Amendment. On and after the Amendment Effective Date, this Amendment shall constitute a "Loan Document" for all purposes of the Bridge Loan Agreement and the other Loan Documents. On and after the Amendment Effective Date, the terms "Agreement", "this Agreement", "herein", "hereinafter", "hereto", "hereof", and words of similar import, as used in the Bridge Loan Agreement, shall, unless the context otherwise requires, mean the Bridge Loan Agreement.

9. Confidentiality. The parties hereto agree that all information received from the Borrower or any Subsidiary in connection with this Amendment shall be deemed to constitute Information, for purposes of Section 10.07 of the Bridge Loan Agreement, regardless of whether such information was clearly identified at the time of delivery as confidential.

10. Counterparts. This Amendment may be executed by all parties hereto in any number of separate counterparts each of which may be delivered in original, facsimile or other electronic (e.g., ".pdf") form and all of such counterparts taken together constitute one instrument.

11. References. The words "hereby," "herein," "hereinabove," "hereinafter," "hereinbelow," "hereof," "hereunder" and words of similar import when used in this Amendment refer to this Amendment as a whole and not to any particular article, section or provision of this Amendment.

12. Headings Descriptive. . The headings of the several sections of this Amendment are inserted for convenience only and do not in any way affect the meaning or construction of any provision of this Amendment.

13. Governing Law. This Amendment is governed by and will be construed in accordance with the law of the State of New York.

14. Final Agreement of the Parties. THIS AMENDMENT, THE BRIDGE LOAN AGREEMENT AND THE OTHER LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT AMONG THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS AMONG THE PARTIES.

[Signatures on following pages.]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be made, executed and delivered by their duly authorized officers as of the day and year first above written.

ENERGY TRANSFER EQUITY, L.P.,
By: LE GP, LLC, its general partner

By: /s/ John W. McReynolds
John W. McReynolds
President and Chief Financial Officer

ETE GP ACQUIRER LLC,
By: Energy Transfer Equity, L.P., its sole member
By: LE GP, LLC, its general partner

ETE SERVICES COMPANY, LLC,
By: Energy Transfer Equity, L.P., its sole member
By: LE GP, LLC, its general partner

By: /s/ John W. McReynolds
John W. McReynolds
President and Chief Financial Officer

ENERGY TRANSFER PARTNERS, L.L.C.

By: /s/ Martin Salinas Jr.
Martin Salinas Jr.
Chief Financial Officer

REGENCY GP LP
By: Regency GP LLC, its general partner

REGENCY EMPLOYEES MANAGEMENT HOLDINGS LLC
By: Regency GP LP, its sole member
By: Regency GP LLC, its general partner

REGENCY EMPLOYEES MANAGEMENT LLC
By: Regency GP LLC
AND
By: Regency Employee Management Holdings, LLC, its members
By: Regency GP LP, its sole member
By: Regency GP LLC, its general partner

By: /s/ Michael J. Bradley
Michael J. Bradley
President and Chief Executive Officer

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Administrative Agent

By: /s/ Vipul Dhadda
Name: Vipul Dhadda
Title: Authorized Signatory

By: /s/ Michael Spaight
Name: Michael Spaight
Title: Authorized Signatory

U.S. BANK NATIONAL ASSOCIATION, as Collateral Agent

By: /s/ Mauri J. Cowen
Name: Mauri J. Cowen
Title: Vice President

AMENDMENT NO. 2 TO AMENDED AND RESTATED CREDIT AGREEMENT

THIS AMENDMENT NO. 2 TO AMENDED AND RESTATED CREDIT AGREEMENT (this "Amendment") dated as of April 29, 2013 is among Energy Transfer Equity, L.P., a Delaware limited partnership (the "Borrower"), the Restricted Persons party hereto, the several banks and other financial institutions signatories hereto (the "Lenders"), Credit Suisse AG, as Administrative Agent for the Lenders (the "Administrative Agent"), and U.S. Bank National Association, as Collateral Agent for the Secured Parties (as defined in the Pledge Agreement referred to below) (the "Collateral Agent").

RECITALS

A. The Borrower, the Lenders and the Administrative Agent are parties to an Amended and Restated Credit Agreement, dated as of March 26, 2012 (as amended by that certain Amendment No. 1 to Amended and Restated Credit Agreement dated September 13, 2012 and as further amended, modified or supplemented prior to the date hereof, the "Existing Credit Agreement").

B. The Borrower, the other Restricted Persons named therein and the Collateral Agent are party to an Amended and Restated Pledge and Security Agreement, dated as of March 23, 2012 (as amended, modified or supplemented prior to the date hereof, the "Pledge Agreement").

C. The Borrower has requested that the Existing Credit Agreement and the Pledge Agreement be amended in the manner set forth herein (the Existing Credit Agreement, as amended by this Amendment, the "Credit Agreement"), subject to the satisfaction of the conditions precedent to effectiveness referred to in Section 4 hereof.

D. NOW, THEREFORE, in consideration of the foregoing and the mutual covenants set forth in this Amendment, the Borrower, the Restricted Persons party hereto, the Administrative Agent and the Majority Lenders (and, solely with respect to Section 2 of this Amendment, the Collateral Agent) agree as follows:

1. Amendments to Existing Credit Agreement as of the Amendment Effective Date. The Existing Credit Agreement is amended, as of the Amendment Effective Date (as defined below), as follows:

1.1 Amendments to Section 1.01 (Defined Terms).

(a) The following definitions are added in the appropriate alphabetical order:

"Acquired ETP Units" has the meaning given to such term in Section 7.04(d).

"Holdco Transactions" means the transactions contemplated by (a) that certain Contribution Agreement dated as of March 20, 2013 as amended, restated, supplemented or otherwise modified from time to time, by and among the Borrower,

SUG Holdco, ETP and Heritage ETC, L.P., a Delaware limited partnership, and (b) all other agreements entered into in connection with the foregoing.

"Second Amendment Effective Date" means April 29, 2013.

(b) The definition of "Collateral" is hereby amended to add the following language at the end thereof:

For the avoidance of doubt, "Collateral" shall not include the Equity Interests in Energy Transfer LNG Export, LLC, Energy Transfer Crude Oil Company, LLC, or any of their respective subsidiaries held, directly or indirectly, by any Restricted Person.

(c) The definition of "Unrestricted Persons" is hereby amended to include, as Unrestricted Persons, Energy Transfer LNG Export, LLC, Energy Transfer Crude Oil Company, LLC, and each of their respective subsidiaries.

1.2 Amendment to Section 7.04(a). Section 7.04(a) of the Existing Credit Agreement is hereby amended by deleting clause (iii) thereof in its entirety and replacing it with the following language:

and (iii) the sale of limited partnership units of an MLP or Equity Interests of the Company held directly or indirectly by the Borrower, provided that with respect to this clause (iii) (A) no Default or Event of Default shall have occurred or be continuing or would result therefrom, (B)(1) the aggregate sale of limited partnership units of ETP from and after the Second Amendment Effective Date shall not exceed the greater of (y) 25% of such units owned by the Borrower or of such units owned by its Restricted Subsidiaries as of the Second Amendment Effective Date and (z) 25% of such units owned by the Borrower or of such units owned by its Restricted Subsidiaries as of the closing of the Holdco Transactions and (2) the aggregate sale of limited partnership units of Regency from and after the Second Amendment Effective Date shall not exceed 25% of such units owned by the Borrower or of such units owned by its Restricted Subsidiaries as of the Second Amendment Effective Date, and (C) after giving effect to such sale on a pro forma basis as if it had occurred on the first day of the test period most recently ended, the Borrower shall be in compliance with Section 7.12,

1.3 Amendments to Section 7.04(d).

(a) The first sentence of Section 7.04(d) of the Existing Credit Agreement is hereby amended by deleting "and (iii)" at the end of such clause (ii) and replacing it with the following language:

, (iii) on or after the Second Amendment Effective Date, ETP GP or any other Restricted Person may relinquish incentive distribution rights with respect to the common units in ETP acquired by the Borrower or any other Restricted Person in

connection with the Holdco Transactions (the "Acquired ETP Units"), in an amount equal to (x) for each of the first eight consecutive fiscal quarters beginning with the quarter in which the Holdco Transactions occur, all of the incentive distribution rights with respect to distributions on the Acquired ETP Units and (y) for each of the eight consecutive fiscal quarters thereafter, incentive distribution rights with respect to distributions on 50% of the Acquired ETP Units, or, in each case, in such other amounts as may be agreed by ETP GP or any other Restricted Person from time to time and (iv)

(b) The second sentence of Section 7.04(d) of the Existing Credit Agreement is hereby amended by replacing "clause (iii)" with the language "clause (iv)".

2. Amendments to Pledge Agreement as of the Amendment Effective Date. The Administrative Agent and the Majority Lenders hereby authorize and direct the Collateral Agent to amend the Pledge Agreement, and the Pledge Agreement is hereby amended, as of the Amendment Effective Date, as follows:

2.1 Amendments to Section 1.1 (Defined Terms).

(a) The definition of "Collateral" is hereby amended to add the following language at the end thereof:

For the avoidance of doubt, "Collateral" shall not include the Equity Interests in Energy Transfer LNG Export, LLC, Energy Transfer Crude Oil Company, LLC, or any of their respective subsidiaries held, directly or indirectly, by any Restricted Person.

2.2 Amendment to Section 2.1. Section 2.1 of the Pledge Agreement is hereby amended by deleting the second full paragraph after clause (m) thereof in its entirety and replacing it with the following language:

Notwithstanding anything to the contrary contained in this Section 2.1, (a) in no event shall the foregoing include the Equity Interests in Energy Transfer LNG Export, LLC, Energy Transfer Crude Oil Company, LLC, or any of their respective subsidiaries held, directly or indirectly, by any Restricted Person and at no time shall such Equity Interests constitute "Collateral", "General Intangibles" or "Company Rights" for purposes of this Security Agreement and (b) if the documents governing any of the foregoing Collateral contain enforceable restrictions on the assignment or transfer of any Grantor's rights thereunder, then the security interests granted under this Security Agreement shall be limited only to the extent necessary to comply with such enforceable restrictions (with such limitation automatically ceasing upon removal of, or receipt of any consent with respect to, such restrictions), and will in any event attach to the amounts payable to such Grantor under any such agreement.

3. Consents With Respect to LNG Subsidiaries.

3.1 Borrower owns 60% of the equity interests in each of Energy Transfer LNG Export, LLC ("LNG Export") and Energy Transfer Crude Oil Company, LLC ("Crude Oil Company" and together with LNG Export and their respective subsidiaries, collectively, the "LNG Subsidiaries"). Notwithstanding any term, provision or condition of the Loan Documents to the contrary (including for the avoidance of doubt Section 2.1 of the Pledge Agreement), each of the Administrative Agent and the undersigned Majority Lenders hereby agrees that (a) each of the LNG Subsidiaries shall be deemed an Unrestricted Person as of its respective date of formation and (b) the Equity Interests in the LNG Subsidiaries held, directly or indirectly, by any Restricted Person shall not be included in the Collateral securing the Obligations.

3.2 Each of the Administrative Agent and the undersigned Majority Lenders hereby (a) waives any requirement in the Loan Documents that the Equity Interests in the LNG Subsidiaries be pledged as Collateral to secure the Obligations and (b) consents to and waives any provisions of the Loan Documents prohibiting the sale of any or all of the issued and outstanding equity interests in or any or all or substantially all of the assets of any or all of the LNG Subsidiaries.

4. Amendment Effectiveness. The effectiveness of this Amendment is subject to the satisfaction of the following conditions precedent:

(a) the Administrative Agent shall have received:

(i) an original counterpart of this Amendment, duly executed by the Borrower, the Administrative Agent, the Collateral Agent (solely with respect to effectiveness of Section 2), each Restricted Person and the Majority Lenders; and

(ii) a certificate signed by a Responsible Officer of the Borrower certifying that the representations and warranties of the Borrower set forth in Section 6 of this Amendment shall be true and correct; and

(b) the Borrower shall have paid all fees, charges and disbursements of counsel to the Administrative Agent to the extent invoiced at least one (1) day prior to the Amendment Effective Date, plus such additional amounts of such fees, charges and disbursements as shall constitute its reasonable estimate of such fees, charges and disbursements incurred or to be incurred by it through the Amendment Effective Date (provided that such estimate shall not thereafter preclude a final settling of accounts between the Borrower and the Administrative Agent).

The date on which such conditions have been satisfied (or waived) is referred to herein as the "Amendment Effective Date".

5. Defined Terms. Each capitalized term not defined in this Amendment shall have the definition ascribed such term in the Existing Credit Agreement.

6. Representations and Warranties. The Borrower hereby represents and warrants to the Administrative Agent and each of the Lenders as follows:

(a) This Amendment has been duly authorized by all necessary limited partnership action and constitutes the binding obligation of the Borrower.

(b) After giving effect to this Amendment, no Default or Event of Default has occurred and is continuing.

(c) The representations and warranties of the Borrower set forth in the Credit Agreement shall be true and correct in all material respects on and as of the Amendment Effective Date, both before and after giving effect to this Amendment, provided, however, for purposes of this Section 6(c), (i) to the extent that such representations and warranties specifically refer to an earlier date, they shall be true and correct in all material respects as of such earlier date, and (ii) the representations and warranties contained in Section 5.06(a) of the Credit Agreement shall be deemed to refer to the most recent financial statements furnished pursuant to Section 6.02 of the Credit Agreement.

7. Confirmation of Loan Documents. By its execution on the respective signature lines provided below, as of the Amendment Effective Date, each of the Restricted Persons hereby confirms and ratifies all of its obligations and the Liens granted by it under the Loan Documents (in each case, as amended hereby as of such date) to which it is a party, represents and warrants that the representations and warranties set forth in such Loan Documents are complete and correct in all material respects on the date hereof as if made on and as of such date, except to the extent any such representations and warranties are expressly limited to an earlier date, in which case, such representations and warranties shall continue to be complete and correct in all material respects as of such specified earlier date and confirms that all references in such Loan Documents to the "Credit Agreement" (or words of similar import) refer to the Credit Agreement as amended hereby as of such date without impairing any such obligations or Liens in any respect.

8. Effect of Amendment. On and after the Amendment Effective Date, each reference to the Existing Credit Agreement in any Loan Document shall be deemed to be a reference to the Existing Credit Agreement, as amended by this Amendment. On and after the Amendment Effective Date, this Amendment shall constitute a "Loan Document" for all purposes of the Credit Agreement and the other Loan Documents. On and after the Amendment Effective Date, the terms "Agreement", "this Agreement", "herein", "hereinafter", "hereto", "hereof", and words of similar import, as used in the Credit Agreement, shall, unless the context otherwise requires, mean the Credit Agreement.

9. Confidentiality. The parties hereto agree that all information received from the Borrower or any Subsidiary in connection with this Amendment shall be deemed to constitute Information, for purposes of Section 10.07 of the Credit Agreement, regardless of whether such information was clearly identified at the time of delivery as confidential.

10. Counterparts. This Amendment may be executed by all parties hereto in any number of separate counterparts each of which may be delivered in original, facsimile or other electronic (e.g., ".pdf") form and all of such counterparts taken together constitute one instrument.

11. References. The words "hereby," "herein," "hereinabove," "hereinafter," "hereinbelow," "hereof," "hereunder" and words of similar import when used in this Amendment refer to this Amendment as a whole and not to any particular article, section or provision of this Amendment.

12. Headings Descriptive. The headings of the several sections of this Amendment are inserted for convenience only and do not in any way affect the meaning or construction of any provision of this Amendment.

13. Governing Law. This Amendment is governed by and will be construed in accordance with the law of the State of New York.

14. Final Agreement of the Parties. THIS AMENDMENT, THE CREDIT AGREEMENT AND THE OTHER LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT AMONG THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS AMONG THE PARTIES.

[Signatures on following pages.]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be made, executed and delivered by their duly authorized officers as of the day and year first above written.

ENERGY TRANSFER EQUITY, L.P.,
By: LE GP, LLC, its general partner

By: /s/ John W. McReynolds
John W. McReynolds
President and Chief Financial Officer

ETE GP ACQUIRER LLC,
By: Energy Transfer Equity, L.P., its sole member
By: LE GP, LLC, its general partner

ETE SERVICES COMPANY, LLC,
By: Energy Transfer Equity, L.P., its sole member
By: LE GP, LLC, its general partner

By: /s/ John W. McReynolds
John W. McReynolds
President and Chief Financial Officer

ENERGY TRANSFER PARTNERS, L.L.C.

By: /s/ Martin Salinas Jr.
Martin Salinas Jr.
Chief Financial Officer

REGENCY GP LP
By: Regency GP LLC, its general partner

REGENCY EMPLOYEES MANAGEMENT HOLDINGS LLC
By: Regency GP LP, its sole member
By: Regency GP LLC, its general partner

REGENCY EMPLOYEES MANAGEMENT LLC
By: Regency GP LLC
AND
By: Regency Employee Management Holdings, LLC, its members
By: Regency GP LP, its sole member
By: Regency GP LLC, its general partner

By:/s/ Michael J. Brady
Michael J. Bradley
President and Chief Executive Officer

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Administrative Agent and a Lender

By: /s/ Vipul Dhadda
Name: Vipul Dhadda
Title: Authorized Signatory

By: /s/ Michael Spaight
Name: Michael Spaight
Title: Authorized Signatory

U.S. BANK NATIONAL ASSOCIATION, as Collateral Agent

By: /s/ Mauri J. Cowen
Name: Mauri J. Cowen
Title: Vice President

ENERGY TRANSFER PARTNERS AND ENERGY TRANSFER EQUITY ANNOUNCE CLOSING OF TWO MAJOR TRANSACTIONS IN SIMPLIFYING STRUCTURE

Southern Union Gathering Contribution to Regency Energy Partners and ETP Holdco Transactions Completed

DALLAS, April 30, 2013 – **Energy Transfer Partners, L.P.** (NYSE:ETP) and **Energy Transfer Equity, L.P.** (NYSE:ETE) announced today the closing of two major transactions, executing on their commitment to simplify their structures and optimize their asset portfolios.

Southern Union Gathering Company to Regency Energy Partners

Southern Union Company (Southern Union), an affiliate of ETE and ETP, closed on its previously announced agreement to contribute Southern Union Gathering Company, LLC, the owner of Southern Union Gas Services, Ltd. (SUGS), to Regency Energy Partners LP (NYSE: RGP) in exchange for $1.5 billion of cash and Regency equity. The transaction includes a 5,600-mile gathering system in West Texas and New Mexico and approximately 500 million cubic feet per day of processing and treating facilities.

ETP Acquires ETE's Interest in ETP Holdco

ETP closed on its previously announced agreement to acquire ETE's 60% interest in ETP Holdco Corp. for $3.75 billion of cash and ETP equity. ETP Holdco is an entity formed by ETP and ETE in 2012 to own the equity interests in Southern Union and Sunoco, Inc. With the closing of this acquisition, ETP now owns 100% of ETP Holdco.

Transactions Simplify Partnership Structure

The contribution of SUGS to Regency and ETP's acquisition of ETE's interest in ETP Holdco represent important steps in executing on ETE's and ETP's commitment to simplify their structures and optimize their asset portfolios. These completed transactions follow the December announcement by ETE and ETP that Southern Union's local distribution companies (LDCs), Missouri Gas Energy and New England Gas Company, would be sold. The sale of the LDCs is expected to close in the third quarter of 2013.

Energy Transfer Partners, L.P. (NYSE:ETP) is a master limited partnership owning and operating one of the largest and most diversified portfolios of energy assets in the United States. ETP currently has natural gas operations that include approximately 62,000 miles of gathering and transportation pipelines, treating and processing assets, and storage facilities. ETP also owns general partner interests, 100% of the incentive distribution rights, and a 33.5 million limited partner units in Sunoco Logistics Partners L.P. (NYSE:SXL), which operates a geographically diverse portfolio of crude oil and refined products pipelines, terminalling and crude oil acquisition and marketing assets. ETP also holds a 70% interest in Lone Star NGL, a joint venture that owns and operates natural gas liquids storage, fractionation and transportation assets in Texas, Louisiana and Mississippi. ETP owns 100% of ETP Holdco Corporation, which owns Southern Union Company and Sunoco, Inc. ETP's general partner is owned by ETE. For more information, visit the Energy Transfer Partners, L.P. website at www.energytransfer.com.

Energy Transfer Equity, L.P. (NYSE:ETE) is a master limited partnership, which owns the general partner and 100% of the incentive distribution rights (IDRs) of Energy Transfer Partners, L.P. (NYSE:ETP) and approximately 100 million ETP limited partner units; and owns the general partner and 100% of the IDRs of Regency Energy Partners LP (NYSE:RGP) and approximately 26.3 million RGP limited partner units. The ETE family of companies owns more than 71,000 miles of natural gas, natural gas liquids, refined products, and crude pipelines. For more information, visit the Energy Transfer Equity, L.P. web site at *www.energytransfer.com*.

Forward-Looking Statements

This press release may include certain statements concerning expectations for the future that are forward-looking statements as defined by federal law. Such forward-looking statements are subject to a variety of known and unknown risks, uncertainties, and other factors that are difficult to predict and many of which are beyond management's control. An extensive list of factors that can affect future results are discussed in the Partnerships' Annual Reports on Form 10-K and other documents filed from time to time with the Securities and Exchange Commission. The Partnerships undertake no obligation to update or revise any forward-looking statement to reflect new information or events.

The information contained in this press release is available on our website at www.energytransfer.com.

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