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

FORM 10-Q

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

For the quarterly period ended June 30, 2011

or

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

Commission file number 1-11727

ENERGY TRANSFER PARTNERS, L.P.
(Exact name of registrant as specified in its charter)

Delaware **(state or other jurisdiction of incorporation or organization)**	**73-1493906** **(I.R.S. Employer Identification No.)**

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

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

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

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes ☒ No ☐

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

Large accelerated filer	☒	Accelerated filer	☐
Non-accelerated filer	☐ (Do not check if a smaller reporting company)	Smaller reporting company	☐

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

At August 2, 2011, the registrant had units outstanding as follows:

Energy Transfer Partners, L.P.	208,838,326	Common Units

FORM 10-Q

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Energy Transfer Partners, L.P. and Subsidiaries

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Forward-Looking Statements

Certain matters discussed in this report, excluding historical information, as well as some statements by Energy Transfer Partners, L.P. ("Energy Transfer Partners" or the "Partnership") in periodic press releases and some oral statements of the Partnership's officials during presentations about the Partnership, include "forward-looking" statements. These forward-looking statements are identified as any statement that does not relate strictly to historical or current facts. Statements using words such as "anticipate," "believe," "intend," "project," "plan," "expect", "continue," "estimate," "goal," "forecast," "may," "will" or similar expressions help identify forward-looking statements. Although the Partnership and its general partner believe such forward-looking statements are based on reasonable assumptions and current expectations and projections about future events, no assurance can be given that such assumptions, expectations, or projections will prove to be correct. Forward-looking statements are subject to a variety of risks, uncertainties and assumptions. If one or more of these risks or uncertainties materialize, or if underlying assumptions prove incorrect, the Partnership's actual results may vary materially from those anticipated, projected, forecasted, estimated or expressed in forward-looking statements since many of the factors that determine these results are subject to uncertainties and risks that are difficult to predict and beyond management's control. For additional discussion of risks, uncertainties and assumptions, see "Part II — Other Information – Item 1A. Risk Factors" in this Quarterly Report on Form 10-Q as well as "Part I — Item 1A. Risk Factors" in the Partnership's Report on Form 10-K for the year ended December 31, 2010 filed with the Securities and Exchange Commission ("SEC") on February 28, 2011.

Definitions

The following is a list of certain acronyms and terms generally used throughout this document:

/d	per day
Bbls	barrels
Btu	British thermal unit, an energy measurement used by gas companies to convert the volume of gas used to its heat equivalent, and thus calculate the actual energy used
Capacity	capacity of a pipeline, processing plant or storage facility refers to the maximum capacity under normal operating conditions and, with respect to pipeline transportation capacity, is subject to multiple factors (including natural gas injections and withdrawals at various delivery points along the pipeline and the utilization of compression) which may reduce the throughput capacity from specified capacity levels
Mcf	thousand cubic feet
MMBtu	million British thermal units
MMcf	million cubic feet
Bcf	billion cubic feet
NGL	natural gas liquid, such as propane, butane and natural gasoline
Tcf	trillion cubic feet
LIBOR	London Interbank Offered Rate
NYMEX	New York Mercantile Exchange
Reservoir	a porous and permeable underground formation containing a natural accumulation of producible natural gas and/or oil that is confined by impermeable rock or water barriers and is separate from other reservoirs

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PART I — FINANCIAL INFORMATION

ITEM 1. FINANCIAL STATEMENTS

ENERGY TRANSFER PARTNERS, L.P. AND SUBSIDIARIES

CONSOLIDATED BALANCE SHEETS

(Dollars in thousands)
(unaudited)

	June 30, 2011	December 31, 2010
ASSETS		
CURRENT ASSETS:		
Cash and cash equivalents	$ 130,906	$ 49,540
Marketable securities	1,996	2,032
Accounts receivable, net of allowance for doubtful accounts of $6,443 and $6,409 as of June 30, 2011 and December 31, 2010, respectively	520,482	503,129
Accounts receivable from related companies	100,327	53,866
Inventories	343,568	362,058
Exchanges receivable	17,693	21,823
Price risk management assets	12,028	13,706
Other current assets	137,026	115,269
Total current assets	1,264,026	1,121,423
PROPERTY, PLANT AND EQUIPMENT	13,122,981	11,087,468
ACCUMULATED DEPRECIATION	(1,471,509)	(1,286,099)
	11,651,472	9,801,369
ADVANCES TO AND INVESTMENTS IN AFFILIATES	30,284	8,723
LONG-TERM PRICE RISK MANAGEMENT ASSETS	7,102	13,948
GOODWILL	1,189,518	781,233
INTANGIBLES AND OTHER ASSETS, net	499,001	423,296
Total assets	$14,641,403	$12,149,992

The accompanying notes are an integral part of these consolidated financial statements.

ENERGY TRANSFER PARTNERS, L.P. AND SUBSIDIARIES

CONSOLIDATED BALANCE SHEETS
(Dollars in thousands)
(unaudited)

	June 30, 2011	December 31, 2010
LIABILITIES AND EQUITY		
CURRENT LIABILITIES:		
Accounts payable	$ 353,902	$ 301,997
Accounts payable to related companies	14,465	27,177
Exchanges payable	18,919	15,451
Accrued and other current liabilities	484,167	462,560
Current maturities of long-term debt	22,955	35,265
Total current liabilities	894,408	842,450
LONG-TERM DEBT, less current maturities	7,638,161	6,404,916
LONG-TERM PRICE RISK MANAGEMENT LIABILITIES	7,901	18,338
OTHER NON-CURRENT LIABILITIES	159,818	140,851
COMMITMENTS AND CONTINGENCIES (Note 13)		
EQUITY:		
General Partner	178,960	174,618
Limited Partners:		
Common Unitholders	5,149,913	4,542,656
Accumulated other comprehensive income	12,174	26,163
Total partners’ equity	5,341,047	4,743,437
Noncontrolling interest	600,068	—
Total equity	5,941,115	4,743,437
Total liabilities and equity	$14,641,403	$12,149,992

The accompanying notes are an integral part of these consolidated financial statements.

ENERGY TRANSFER PARTNERS, L.P. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF OPERATIONS
(Dollars in thousands, except per unit data)
(unaudited)

	Three Months Ended June 30, 2011	Three Months Ended June 30, 2010	Six Months Ended June 30, 2011	Six Months Ended June 30, 2010
REVENUES:				
Natural gas operations	$ 1,382,140	$ 1,045,946	$ 2,509,554	$ 2,352,655
Retail propane	220,296	197,147	748,762	730,586
Other	25,659	24,613	57,356	56,446
Total revenues	1,628,095	1,267,706	3,315,672	3,139,687
COSTS AND EXPENSES:				
Cost of products sold — natural gas operations	867,333	654,239	1,544,133	1,566,845
Cost of products sold — retail propane	134,728	110,282	445,592	415,263
Cost of products sold — other	6,567	6,336	13,360	13,614
Operating expenses	189,302	169,533	377,791	340,281
Depreciation and amortization	104,972	83,877	200,936	167,153
Selling, general and administrative	54,774	44,255	100,306	93,009
Total costs and expenses	1,357,676	1,068,522	2,682,118	2,596,165
OPERATING INCOME	270,419	199,184	633,554	543,522
OTHER INCOME (EXPENSE):				
Interest expense, net of interest capitalized	(116,466)	(103,014)	(223,706)	(207,976)
Equity in earnings of affiliates	5,040	4,072	6,673	10,253
Gains (losses) on disposal of assets	(528)	1,385	(2,254)	(479)
Gains on non-hedged interest rate derivatives	2,111	—	3,890	—
Allowance for equity funds used during construction	1,201	4,298	69	5,607
Impairment of investment in affiliate	—	(52,620)	—	(52,620)
Other, net	622	(5,893)	1,972	(4,860)
INCOME BEFORE INCOME TAX EXPENSE	162,399	47,412	420,198	293,447
Income tax expense	5,783	4,569	16,380	10,493
NET INCOME	156,616	42,843	403,818	282,954
LESS: NET INCOME ATTRIBUTABLE TO NONCONTROLLING INTEREST	8,388	—	8,388	—
NET INCOME ATTRIBUTABLE TO PARTNERS	148,228	42,843	395,430	282,954
GENERAL PARTNER’S INTEREST IN NET INCOME	105,892	90,599	213,431	190,598
LIMITED PARTNERS’ INTEREST IN NET INCOME (LOSS)	$ 42,336	$ (47,756)	$ 181,999	$ 92,356
BASIC NET INCOME (LOSS) PER LIMITED PARTNER UNIT	$ 0.19	$ (0.26)	$ 0.89	$ 0.48
BASIC AVERAGE NUMBER OF UNITS OUTSTANDING	208,615,415	186,649,074	201,259,140	187,531,919
DILUTED NET INCOME (LOSS) PER LIMITED PARTNER UNIT	$ 0.19	$ (0.26)	$ 0.88	$ 0.48
DILUTED AVERAGE NUMBER OF UNITS OUTSTANDING	209,675,032	186,649,074	202,364,488	188,362,188

The accompanying notes are an integral part of these consolidated financial statements.

ENERGY TRANSFER PARTNERS, L.P. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
(Dollars in thousands)
(unaudited)

	Three Months Ended June 30,		Six Months Ended June 30,	
	2011	2010	2011	2010
Net income	$156,616	$ 42,843	$403,818	$282,954
Other comprehensive income (loss), net of tax:				
Reclassification to earnings of gains and losses on derivative instruments accounted for as cash flow hedges	(5,443)	(6,112)	(22,411)	(12,618)
Change in value of derivative instruments accounted for as cash flow hedges	2,298	(9,452)	8,457	24,634
Change in value of available-for-sale securities	(643)	(724)	(35)	(3,053)
	(3,788)	(16,288)	(13,989)	8,963
Comprehensive income	152,828	26,555	389,829	291,917
Less: Comprehensive income attributable to noncontrolling interest	8,388	—	8,388	—
Comprehensive income attributable to partners	$144,440	$ 26,555	$381,441	$291,917

The accompanying notes are an integral part of these consolidated financial statements.

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ENERGY TRANSFER PARTNERS, L.P. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF EQUITY

FOR THE SIX MONTHS ENDED JUNE 30, 2011

(Dollars in thousands)
(unaudited)

	General Partner	Limited Partner Common Unitholders	Accumulated Other Comprehensive Income (Loss)	Noncontrolling Interest	Total
Balance, December 31, 2010	$ 174,618	$4,542,656	$ 26,163	$ —	$4,743,437
Distributions to partners	(209,102)	(359,505)	—	—	(568,607)
Units issued for cash	—	770,187	—	—	770,187
LDH Acquisition (See Note 3)	—	—	—	591,680	591,680
Distributions on unvested unit awards	—	(3,689)	—	—	(3,689)
Non-cash unit-based compensation expense, net of units tendered by employees for tax withholdings	—	20,092	—	—	20,092
Non-cash executive compensation	13	612	—	—	625
Other comprehensive loss, net of tax	—	—	(13,989)	—	(13,989)
Other, net	—	(2,439)	—	—	(2,439)
Net income	213,431	181,999	—	8,388	403,818
Balance, June 30, 2011	$ 178,960	$5,149,913	$ 12,174	$ 600,068	$5,941,115

The accompanying notes are an integral part of these consolidated financial statements.

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ENERGY TRANSFER PARTNERS, L.P. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CASH FLOWS
(Dollars in thousands)
(unaudited)

	Six Months Ended June 30,	
	2011	2010
CASH FLOWS PROVIDED BY OPERATING ACTIVITIES:		
Net income	$ 403,818	$ 282,954
Reconciliation of net income to net cash provided by operating activities:		
Impairment of investment in affiliate	—	52,620
Proceeds from termination of interest rate derivatives	—	15,395
Depreciation and amortization	200,936	167,153
Amortization of finance costs charged to interest	4,663	4,381
Non-cash unit-based compensation expense	20,164	14,600
Non-cash executive compensation expense	625	625
Distributions on unvested awards	(3,689)	(2,264)
Distributions in excess of equity in earnings of affiliates, net	1,885	20,378
Other non-cash	3,521	(3,855)
Changes in operating assets and liabilities, net of effects of acquisitions (see Note 4)	7,522	332,014
Net cash provided by operating activities	639,445	884,001
CASH FLOWS FROM INVESTING ACTIVITIES:		
Cash paid for acquisitions, net of cash received	(1,948,611)	(153,385)
Capital expenditures (excluding allowance for equity funds used during construction)	(621,915)	(608,497)
Contributions in aid of construction costs	13,967	7,957
Advances to affiliates, net	(22,668)	(5,596)
Proceeds from the sale of assets	2,922	9,124
Net cash used in investing activities	(2,576,305)	(750,397)
CASH FLOWS FROM FINANCING ACTIVITIES:		
Proceeds from borrowings	4,171,535	265,642
Principal payments on debt	(2,934,308)	(410,142)
Net proceeds from issuance of Limited Partner units	770,187	574,522
Capital contribution from General Partner	—	8,932
Capital contribution from noncontrolling interest	591,680	—
Distributions to partners	(568,607)	(538,634)
Redemption of units	—	(23,299)
Debt issuance costs	(12,261)	—
Net cash (used in) provided by financing activities	2,018,226	(122,979)
INCREASE IN CASH AND CASH EQUIVALENTS	81,366	10,625
CASH AND CASH EQUIVALENTS, beginning of period	49,540	68,183
CASH AND CASH EQUIVALENTS, end of period	$ 130,906	$ 78,808

The accompanying notes are an integral part of these consolidated financial statements.

ENERGY TRANSFER PARTNERS, L.P. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(Tabular dollar amounts, except per unit data, are in thousands)
(unaudited)

1. OPERATIONS AND ORGANIZATION:

Energy Transfer Partners, L.P. and its subsidiaries ("Energy Transfer Partners," the "Partnership," "we" or "ETP") are managed by ETP's general partner, Energy Transfer Partners GP, L.P. (our "General Partner" or "ETP GP"), which is in turn managed by its general partner, Energy Transfer Partners, L.L.C. ("ETP LLC"). Energy Transfer Equity, L.P. ("ETE"), a publicly traded master limited partnership, owns ETP LLC, the general partner of our General Partner. The consolidated financial statements of the Partnership presented herein include our operating subsidiaries described below.

Business Operations

In order to simplify the obligations of ETP, under the laws of several jurisdictions in which we conduct business, our activities are primarily conducted through our operating subsidiaries (collectively the "Operating Companies") as follows:

- La Grange Acquisition, L.P., which conducts business under the assumed name of Energy Transfer Company ("ETC OLP"), a Texas limited partnership engaged in midstream and intrastate transportation and storage natural gas operations. ETC OLP owns and operates, through its wholly and majority-owned subsidiaries, natural gas gathering systems, intrastate natural gas pipeline systems and gas processing plants and is engaged in the business of purchasing, gathering, transporting, processing, and marketing natural gas and NGLs in the states of Texas, Louisiana, New Mexico, Utah, West Virginia and Colorado. Our intrastate transportation and storage operations primarily focus on transporting natural gas in Texas through our Oasis pipeline, ET Fuel System, East Texas pipeline and HPL System. Our midstream operations focus on the gathering, compression, treating, conditioning and processing of natural gas, primarily on or through our Southeast Texas System and North Texas System, and marketing activities. We also own and operate natural gas gathering pipelines and conditioning facilities in the Piceance and Uinta Basins of Colorado and Utah, respectively. ETC OLP also owns a 70% interest in Lone Star NGL LLC ("Lone Star"), which is described in Note 3.

- Energy Transfer Interstate Holdings, LLC ("ET Interstate"), a Delaware limited liability company with revenues consisting primarily of fees earned from natural gas transportation services and operational gas sales. ET Interstate is the parent company of:

  - Transwestern Pipeline Company, LLC ("Transwestern"), a Delaware limited liability company engaged in interstate transportation of natural gas. Transwestern's revenues consist primarily of fees earned from natural gas transportation services and operational gas sales.

  - ETC Fayetteville Express Pipeline, LLC ("ETC FEP"), a Delaware limited liability company formed to engage in interstate transportation of natural gas.

  - ETC Tiger Pipeline, LLC ("ETC Tiger"), a Delaware limited liability company formed to engage in interstate transportation of natural gas.

- ETC Compression, LLC ("ETC Compression"), a Delaware limited liability company engaged in natural gas compression services and related equipment sales.

- Heritage Operating, L.P. ("HOLP"), a Delaware limited partnership primarily engaged in retail propane operations. Our retail propane operations focus on sales of propane and propane-related products and services. The retail propane customer base includes residential, commercial, industrial and agricultural customers.

- Titan Energy Partners, L.P. ("Titan"), a Delaware limited partnership also engaged in retail propane operations.

Our historical financial statements reflect the following reportable business segments: intrastate transportation and storage; interstate transportation; midstream; and retail propane and other retail propane related operations. In addition, our consolidated financial statements now reflect a new segment for NGL transportation and services as a result of our acquisition of the controlling interest in Lone Star on May 2, 2011.

Preparation of Interim Financial Statements

The accompanying consolidated balance sheet as of December 31, 2010, which has been derived from audited financial statements, and the unaudited interim consolidated financial statements and notes thereto of Energy Transfer Partners as of June 30, 2011 and for the three and six month periods ended June 30, 2011 and 2010, have been prepared in accordance with accounting principles generally accepted in the United States of America ("GAAP") for interim consolidated financial information and pursuant to the rules and regulations of the SEC. Accordingly, they do not include all the information and footnotes required by GAAP for complete consolidated financial statements. However, management believes that the disclosures made are adequate to make the information not misleading. The results of operations for interim periods are not necessarily indicative of the results to be expected for a full year due to the seasonal nature of the Partnership's operations, maintenance activities and the impact of forward natural gas prices and differentials on certain derivative financial instruments that are accounted for using mark-to-market accounting. Management has evaluated subsequent events through the date the financial statements were issued.

In the opinion of management, all adjustments (all of which are normal and recurring) have been made that are necessary to fairly state the consolidated financial position of Energy Transfer Partners as of June 30, 2011, and the Partnership's results of operations and cash flows for the three and six months ended June 30, 2011 and 2010. The unaudited interim consolidated financial statements should be read in conjunction with the consolidated financial statements and notes thereto of Energy Transfer Partners presented in the Partnership's Annual Report on Form 10-K for the year ended December 31, 2010, as filed with the SEC on February 28, 2011.

Certain prior period amounts have been reclassified to conform to the 2011 presentation. These reclassifications had no impact on net income or total partners' capital.

2. ESTIMATES:

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and the accrual for and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period.

The natural gas industry conducts its business by processing actual transactions at the end of the month following the month of delivery. Consequently, the most current month's financial results for our natural gas and NGL related operations are estimated using volume estimates and market prices. Any differences between estimated results and actual results are recognized in the following month's financial statements. Management believes that the estimated operating results represent the actual results in all material respects.

Some of the other significant estimates made by management include, but are not limited to, the timing of certain forecasted transactions that are hedged, the fair value of derivative instruments, useful lives for depreciation and amortization, purchase accounting allocations and subsequent realizability of intangible assets, fair value measurements used in the goodwill impairment test, market value of inventory, assets and liabilities resulting from the regulated ratemaking process, contingency reserves and environmental reserves. Actual results could differ from those estimates.

3. ACQUISITIONS:

LDH Acquisition

On May 2, 2011, ETP-Regency Midstream Holdings, LLC ("ETP-Regency LLC"), a joint venture owned 70% by the Partnership and 30% by Regency Energy Partners LP ("Regency"), acquired all of the membership interest in LDH Energy Asset Holdings LLC ("LDH"), from Louis Dreyfus Highbridge Energy LLC ("Louis Dreyfus") for approximately $1.97 billion in cash (the "LDH Acquisition"). The cash purchase price paid at closing is subject to post-closing adjustments. The Partnership contributed approximately $1.38 billion to ETP-Regency LLC upon closing to fund its 70% share of the purchase price. Subsequent to closing, ETP-Regency LLC was renamed Lone Star.

Lone Star owns and operates a natural gas liquids storage, fractionation and transportation business. Lone Star's storage assets are primarily located in Mont Belvieu, Texas, and its West Texas Pipeline transports NGLs through an intrastate pipeline system that originates in the Permian Basin in west Texas, passes through the Barnett Shale production area in north Texas and terminates at the Mont Belvieu storage and fractionation complex. Lone Star also owns and operates fractionation and processing assets located in Louisiana. The acquisition of Lone Star significantly expands the Partnership's asset portfolio by adding an NGL platform with storage, transportation and fractionation capabilities. Additionally, this acquisition is expected to provide additional consistent fee-based revenues.

We accounted for the LDH Acquisition using the acquisition method of accounting. Lone Star's results of operations are primarily included in our NGL transportation and services segment, except for Lone Star's 20% investment in a processing plant. Regency's 30% interest in Lone Star is reflected as noncontrolling interest.

The following summarizes the preliminary assets acquired and liabilities assumed recognized at the acquisition date:

Total current assets	$ 118,371
Property, plant and equipment[1]	1,438,704
Goodwill	408,285
Intangible assets	83,000
Other assets	157
	2,048,517
Total current liabilities	76,850
Other long-term liabilities	438
	77,288
Total consideration	1,971,229
Cash received	31,231
Total consideration, net of cash received	$1,939,998

(1) Property, plant and equipment consists of the following:

Pipelines and equipment (65 years)	$1,051,211
Natural gas liquids storage (40 years)	356,242
Construction work-in-process	31,251
Property, plant and equipment	$1,438,704

Pro Forma Results of Operations

The following unaudited pro forma consolidated results of operations for the three and six months ended June 30, 2011 and 2010 are presented as if the LDH Acquisition had been completed on January 1, 2010.

	Three Months Ended June 30,		Six Months Ended June 30,	
	2011	2010	2011	2010
Revenues	$1,664,702	$1,348,418	$3,424,261	$3,303,380
Net income	152,874	40,904	403,728	284,959
Net income attributable to partners	143,881	36,305	388,459	273,996
Basic net income (loss) per Limited Partner unit	$ 0.17	$ (0.29)	$ 0.86	$ 0.43
Diluted net income (loss) per Limited Partner unit	$ 0.17	$ (0.29)	$ 0.85	$ 0.43

The pro forma consolidated results of operations include adjustments to:

- include the results of Lone Star for all periods presented;
- include the incremental expenses associated with the fair value adjustments recorded as a result of applying the acquisition method of accounting;
- include incremental interest expense related to the financing of ETP's proportionate share of the purchase price and;
- reflect noncontrolling interest related to Regency's 30% interest in Lone Star.

The pro forma information is not necessarily indicative of the results of operations that would have occurred had the transactions been made at the beginning of the periods presented or the future results of the combined operations.

The accounting for this transaction is based on our preliminary purchase price allocation, which is pending final working capital settlements.

Pending Acquisition

On July 19, 2011, ETE entered into a Second Amended and Restated Agreement and Plan of Merger (the "Second Amended SUG Merger Agreement") with Sigma Acquisition Corporation, a Delaware corporation and wholly owned subsidiary of ETE ("Merger Sub"), and Southern Union Company, a Delaware corporation ("SUG"). The Second Amended SUG Merger Agreement modifies certain terms of the Amended and Restated Agreement and Plan of Merger entered into by ETE, Merger Sub and SUG on July 4, 2011 (the "First Amended Merger Agreement"). Under the terms of the Second Amended SUG Merger Agreement, Merger Sub will merge with and into SUG, with SUG continuing as the surviving entity and becoming a wholly owned subsidiary of ETE (the "SUG Merger"), subject to certain conditions to closing.

Consummation of the SUG Merger is subject to customary conditions, including, without limitation: (i) the adoption of the Second Amended SUG Merger Agreement by the stockholders of SUG, (ii) the expiration or early termination of the waiting period applicable to the SUG Merger under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the "HSR Act"), and any required approvals thereunder, (iii) the receipt of required approvals from the Federal Energy Regulatory Commission (the "FERC"), the Missouri Public Service Commission and, if required, the Massachusetts Department of Public Utilities, (iv) the effectiveness of a registration statement on Form S-4 relating to the ETE Common Units to be issued in the SUG Merger, and (v) the absence of any law, injunction, judgment or ruling prohibiting or restraining the SUG Merger or making the consummation of the SUG Merger illegal. On July 28, 2011, the waiting period applicable to the SUG Merger under the HSR Act expired.

On July 19, 2011, ETP entered into an Amended and Restated Agreement and Plan of Merger with ETE (the "Amended Citrus Merger Agreement"). The Amended Citrus Merger Agreement modifies certain terms of the Agreement and Plan of Merger entered into by ETP and ETE on July 4, 2011. Pursuant to the terms of the Second Amended SUG Merger Agreement, immediately prior to the effective time of the SUG Merger, ETE will assign and SUG will assume the benefits and obligations of ETE under the Amended Citrus Merger Agreement.

Under the Amended Citrus Merger Agreement, it is anticipated that SUG will cause the contribution to ETP of a 50% interest in Citrus Corp., which owns 100% of the Florida Gas Transmission pipeline system and is currently jointly owned by SUG and El Paso Corporation (the "Citrus Transaction"). The Citrus Transaction will be effected through the merger of Citrus ETP Acquisition, L.L.C., a Delaware limited liability company and wholly owned subsidiary of ETP, with and into CrossCountry Energy, LLC, a Delaware limited liability company and wholly owned subsidiary of SUG that indirectly owns a 50% interest in Citrus Corp. ("CrossCountry"). In exchange for the interest in Citrus Corp., SUG will receive approximately $2.0 billion, consisting of $1.895 billion in cash and $105 million of ETP common units, with the value of the ETP common units based on the volume-weighted average trading price for the ten consecutive trading days ending immediately prior to the date that is three trading days prior to the closing date of the Citrus Transaction. In order to increase the expected accretion to be derived from the Citrus Transaction, ETE has agreed to relinquish its rights to approximately $220 million of the incentive distributions from ETP that ETE would otherwise be entitled to receive over 16 consecutive quarters following the closing of the transaction.

The Amended Citrus Merger Agreement includes customary representations, warranties and covenants of ETP and ETE (including representations, warranties and covenants relating to SUG, CrossCountry and certain of CrossCountry's affiliates). Consummation of the Citrus Transaction is subject to customary conditions, including, without limitation: (i) satisfaction or waiver of the closing conditions set forth in the Second Amended SUG Merger Agreement, (ii) the receipt by ETP of any necessary waivers or amendments to its credit agreement, (iii) the amendment of ETP's partnership agreement to reflect the agreed upon relinquishment by ETE of incentive distributions from ETP discussed above, and (iv) the absence of any order, decree, injunction or law prohibiting or making the consummation of the transactions contemplated by the Amended Citrus Merger Agreement illegal. The Amended Citrus Merger Agreement contains certain termination rights for both ETE and ETP, including among others, the right to terminate if the Citrus Transaction is not completed by December 31, 2012 or if the Second Amended SUG Merger Agreement is terminated.

Pursuant to the Amended Citrus Merger Agreement, ETE has granted ETP a right of first offer with respect to any disposition by ETE or SUG of Southern Union Gas Services, a subsidiary of SUG that owns and operates a natural gas gathering and processing system serving the Permian Basin in West Texas and New Mexico.

4. CASH AND CASH EQUIVALENTS:

Cash and cash equivalents include all cash on hand, demand deposits, and investments with original maturities of three months or less. We consider cash equivalents to include short-term, highly liquid investments that are readily convertible to known amounts of cash and that are subject to an insignificant risk of changes in value.

We place our cash deposits and temporary cash investments with high credit quality financial institutions. At times, our cash and cash equivalents may be uninsured or in deposit accounts that exceed the Federal Deposit Insurance Corporation insurance limit.

The net change in operating assets and liabilities (net of effects of acquisitions) included in cash flows from operating activities is comprised as follows:

	Six Months Ended June 30,	
	2011	2010
Accounts receivable	$ 56,486	$ 96,767
Accounts receivable from related companies	(46,460)	7,849
Inventories	30,464	159,540
Exchanges receivable	4,130	13,151
Other current assets	(20,539)	57,263
Intangibles and other assets	4,038	3,615
Accounts payable	(28,009)	(51,622)
Accounts payable to related companies	(12,706)	(11,412)
Exchanges payable	3,468	(7,880)
Accrued and other current liabilities	21,919	35,925
Other non-current liabilities	10,699	(583)
Price risk management assets and liabilities, net	(15,968)	29,401
Net change in operating assets and liabilities, net of effects of acquisitions	7,522	$332,014

Non-cash investing and financing activities are as follows:

	Six Months Ended June 30,	
	2011	2010
NON-CASH INVESTING ACTIVITIES:		
Accrued capital expenditures	$91,449	$ 73,432
Transfer of MEP joint venture interest in exchange for redemption of Common Units	$ —	$588,741

5. INVENTORIES:

Inventories consisted of the following:

	June 30, 2011	December 31, 2010
Natural gas and NGLs, excluding propane	$174,296	$ 168,378
Propane	59,213	76,341
Appliances, parts and fittings and other	110,059	117,339
Total inventories	$343,568	$ 362,058

We utilize commodity derivatives to manage price volatility associated with our natural gas inventory and designate certain of these derivatives as fair value hedges for accounting purposes. Changes in fair value of the designated hedged inventory have been recorded in inventory on our consolidated balance sheets and cost of products sold in our consolidated statements of operations.

6. GOODWILL, INTANGIBLES AND OTHER ASSETS:

A net increase in goodwill of $408.3 million was recorded during the six months ended June 30, 2011 primarily due to the LDH acquisition referenced in Note 3. This additional goodwill is expected to be deductible for tax purposes. In addition, we recorded customer contracts of $83.0 million with useful lives ranging from 3 to 14 years.

Components and useful lives of intangibles and other assets were as follows:

	June 30, 2011		December 31, 2010	
	Gross Carrying Amount	Accumulated Amortization	Gross Carrying Amount	Accumulated Amortization
Amortizable intangible assets:				
Customer relationships, contracts and agreements (3 to 46 years)	$ 333,550	$ (82,430)	$ 251,418	$ (74,910)
Noncompete agreements (3 to 15 years)	20,187	(12,219)	21,165	(11,888)
Patents (9 years)	750	(160)	750	(118)
Other (10 to 15 years)	1,320	(544)	1,320	(492)
Total amortizable intangible assets	355,807	(95,353)	274,653	(87,408)
Non-amortizable intangible assets —				
Trademarks	77,655	—	77,445	—
Total intangible assets	433,462	(95,353)	352,098	(87,408)
Other assets:				
Financing costs (3 to 30 years)	79,538	(36,217)	67,795	(32,528)
Regulatory assets	107,258	(16,381)	107,384	(14,445)
Other	26,694	—	30,400	—
Total intangibles and other assets	$ 646,952	$(147,951)	$ 557,677	$(134,381)

Aggregate amortization expense of intangibles and other assets was as follows:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2011	2010	2011	2010
Reported in depreciation and amortization	$5,511	$5,148	$10,709	$10,294
Reported in interest expense	$2,365	$2,165	$ 4,663	$ 4,330

Estimated aggregate amortization expense for the next five years is as follows:

Years Ending December 31:	
2012	$30,692
2013	25,259
2014	24,248
2015	21,922
2016	21,030

7. FAIR VALUE MEASUREMENTS:

The carrying amounts of cash and cash equivalents, accounts receivable and accounts payable approximate their fair value. Price risk management assets and liabilities are recorded at fair value.

Based on the estimated borrowing rates currently available to us and our subsidiaries for loans with similar terms and average maturities, the aggregate fair value and carrying amount of our consolidated debt obligations at June 30, 2011 was $8.38 billion and $7.66 billion, respectively. As of December 31, 2010, the aggregate fair value and carrying amount of our consolidated debt obligations was $7.21 billion and $6.44 billion, respectively.

We have marketable securities, commodity derivatives and interest rate derivatives that are accounted for as assets and liabilities at fair value in our consolidated balance sheets. We determine the fair value of our assets and liabilities subject to fair value measurement by using the highest possible "level" of inputs. Level 1 inputs are observable quotes in an active market for identical assets and liabilities. We consider the valuation of marketable securities and commodity derivatives transacted through a clearing broker with a published price from the appropriate exchange as a Level 1 valuation. Level 2 inputs are inputs observable for similar assets and liabilities. We consider over-the-counter ("OTC") commodity derivatives entered into directly with third parties as a Level 2 valuation since the values of these derivatives are quoted on an exchange for similar transactions. Additionally, we consider our options transacted through our clearing broker as having Level 2 inputs due to the level of activity of these contracts on the exchange in which they trade. We consider the valuation of our interest rate derivatives as Level 2 since we use a LIBOR curve based on quotes from an active exchange of Eurodollar futures for the same period as the future interest swap settlements and discount the future cash flows accordingly, including the effects of credit risk. Level 3 inputs are unobservable. We currently do not have any recurring fair value measurements that are considered Level 3 valuations. During the period ended June 30, 2011, no transfers were made between any levels within the fair value hierarchy.

The following tables summarize the fair value of our financial assets and liabilities measured and recorded at fair value on a recurring basis as of June 30, 2011 and December 31, 2010 based on inputs used to derive their fair values:

	Fair Value Total	Fair Value Measurements at June 30, 2011 Using	
		Level 1	Level 2
Assets:			
Marketable securities	$ 1,996	$ 1,996	$ —
Interest rate derivatives	18,854	—	18,854
Commodity derivatives:			
Natural Gas:			
Basis Swaps IFERC/NYMEX	81,744	81,744	—
Swing Swaps IFERC	8,258	1,371	6,887
Fixed Swaps/Futures	18,445	18,445	—
Options — Puts	14,956	—	14,956
Propane — Forwards/Swaps	557	—	557
Total commodity derivatives	123,960	101,560	22,400
Total Assets	$ 144,810	$ 103,556	$ 41,254
Liabilities:			
Interest rate derivatives	$ (7,901)	$ —	$ (7,901)
Commodity derivatives:			
Natural Gas:			
Basis Swaps IFERC/NYMEX	(79,164)	(79,164)	—
Swing Swaps IFERC	(11,040)	(2,682)	(8,358)
Fixed Swaps/Futures	(16,760)	(16,760)	—
Options — Puts	(27)	—	(27)
Options — Calls	(704)	—	(704)
Propane — Forwards/Swaps	(281)	—	(281)
Total commodity derivatives	(107,976)	(98,606)	(9,370)
Total Liabilities	$(115,877)	$ (98,606)	$ (17,271)

	Fair Value Total	Fair Value Measurements at December 31, 2010 Using Level 1	Level 2
Assets:			
Marketable securities	$ 2,032	$ 2,032	$ —
Interest rate derivatives	20,790	—	20,790
Commodity derivatives:			
Natural Gas:			
Basis Swaps IFERC/NYMEX	15,756	15,756	—
Swing Swaps IFERC	1,682	1,562	120
Fixed Swaps/Futures	42,474	42,474	—
Options — Puts	26,241	—	26,241
Options — Calls	75	—	75
Propane – Forwards/Swaps	6,864	—	6,864
Total commodity derivatives	93,092	59,792	33,300
Total Assets	$115,914	$ 61,824	$ 54,090
Liabilities:			
Interest rate derivatives	$ (18,338)	$ —	$ (18,338)
Commodity derivatives:			
Natural Gas:			
Basis Swaps IFERC/NYMEX	(17,372)	(17,372)	—
Swing Swaps IFERC	(3,768)	(3,520)	(248)
Fixed Swaps/Futures	(41,825)	(41,825)	—
Options — Puts	(7)	—	(7)
Options — Calls	(2,643)	—	(2,643)
Total commodity derivatives	(65,615)	(62,717)	(2,898)
Total Liabilities	$ (83,953)	$ (62,717)	$ (21,236)

8. NET INCOME (LOSS) PER LIMITED PARTNER UNIT:

Our net income for partners’ equity and statement of operations presentation purposes is allocated to the General Partner and Limited Partners in accordance with their respective partnership percentages, after giving effect to priority income allocations for incentive distributions, if any, to our General Partner, the holder of the incentive distribution rights (“IDRs”) pursuant to our Partnership Agreement, which are declared and paid following the close of each quarter. Earnings in excess of distributions are allocated to the General Partner and Limited Partners based on their respective ownership interests.

A reconciliation of net income and weighted average units used in computing basic and diluted net income per unit is as follows:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2011	2010	2011	2010
Net income attributable to partners	$ 148,228	$ 42,843	$ 395,430	$ 282,954
General Partner's interest in net income	105,892	90,599	213,431	190,598
Limited Partners' interest in net income (loss)	42,336	(47,756)	181,999	92,356
Additional earnings allocated (to) from General Partner	160	(161)	508	636
Distributions on employee unit awards, net of allocation to General Partner	(1,949)	(1,152)	(3,725)	(2,309)
Net income (loss) available to Limited Partners	$ 40,547	$ (49,069)	$ 178,782	$ 90,683
Weighted average Limited Partner units — basic	208,615,415	186,649,074	201,259,140	187,531,919
Basic net income (loss) per Limited Partner unit	$ 0.19	$ (0.26)	$ 0.89	$ 0.48
Weighted average Limited Partner units	208,615,415	186,649,074	201,259,140	187,531,919
Dilutive effect of unvested Unit Awards	1,059,617	—	1,105,348	830,269
Weighted average Limited Partner units, assuming dilutive effect of unvested Unit Awards	209,675,032	186,649,074	202,364,488	188,362,188
Diluted net income (loss) per Limited Partner unit	$ 0.19	$ (0.26)	$ 0.88	$ 0.48

Based on the declared distribution rate of $0.89375 per Common Unit, distributions paid for the three months ended June 30, 2010 were expected to be $256.2 million in total, which exceeded net income for the period by $213.3 million. Accordingly, the distributions paid to the General Partner, including incentive distributions, further exceeded the net income for the three months ended June 30, 2010, and as a result, a net loss was allocated to the Limited Partners for the period.

9. DEBT OBLIGATIONS:

Senior Notes

In May 2011, we completed a public offering of $800 million aggregate principal amount of 4.65% Senior Notes due June 1, 2021 and $700 million aggregate principal amount of 6.05% Senior Notes due June 1, 2041. We used the net proceeds of $1.48 billion to repay all of the borrowings outstanding under our revolving credit facility, to fund capital expenditures related to pipeline construction projects and for general partnership purposes. We may redeem some or all of the notes at any time and from time to time pursuant to the terms of the indenture subject to the payment of a "make-whole" premium. Interest will be paid semi-annually.

Revolving Credit Facility

The indebtedness under ETP's revolving credit facility (the "ETP Credit Facility") is unsecured and not guaranteed by any of the Partnership's subsidiaries and has equal rights to holders of our current and future unsecured debt. The indebtedness under the ETP Credit Facility has the same priority of payment as our other current and future unsecured debt.

As of June 30, 2011, we had $144.0 million outstanding under the ETP Credit Facility, and the amount available for future borrowings was $1.81 billion taking into account letters of credit of $42.9 million. The weighted average interest rate on the total amount outstanding as of June 30, 2011 was 0.76%.

Covenants Related to Our Credit Agreements

We were in compliance with all requirements, tests, limitations, and covenants related to our credit agreements at June 30, 2011.

10. EQUITY:

Common Units Issued

The change in Common Units during the six months ended June 30, 2011 was as follows:

	Number of Units
Balance, December 31, 2010	193,212,590
Common Units issued in connection with public offerings	14,202,500
Common Units issued in connection with the Equity Distribution Agreement	1,369,187
Common Units issued in connection with the Distribution Reinvestment Plan	41,139
Common Units issued under equity incentive plans	12,910
Balance, June 30, 2011	208,838,326

In April 2011, we issued 14,202,500 Common Units through a public offering. The proceeds of $695.5 million from the offering were used to repay amounts outstanding under the ETP Credit Facility, to fund capital expenditures related to pipeline construction projects and for general partnership purposes.

We currently have an Equity Distribution Agreement with Credit Suisse Securities (USA) LLC ("Credit Suisse") under which we may offer and sell from time to time through Credit Suisse, as our sales agent, Common Units having an aggregate offering price of up to $200.0 million. During the six months ended June 30, 2011, we received proceeds from units issued pursuant to this agreement of approximately $72.9 million, net of commissions, which proceeds were used for general partnership purposes. Approximately $101.2 million of our Common Units remain available to be issued under the agreement based on trades initiated through June 30, 2011.

In April 2011, we filed a registration statement with the SEC covering our Distribution Reinvestment Plan (the "DRIP"). The DRIP provides Unitholders of record and beneficial owners of our Common Units a voluntary means by which they can increase the number of ETP Common Units they own by reinvesting the quarterly cash distributions they would otherwise receive in the purchase of additional Common Units. Currently, the registration statement covers the issuance of up to 5,750,000 Common Units under the DRIP.

In May 2011, in conjunction with the payment of our distribution for the quarter ended March 31, 2011, distributions of approximately $1.9 million were reinvested under the DRIP resulting in the issuance of 41,139 Common Units.

Quarterly Distributions of Available Cash

Following are distributions declared and/or paid by us subsequent to December 31, 2010:

Quarter Ended	Record Date	Payment Date	Rate
December 31, 2010	February 7, 2011	February 14, 2011	$0.89375
March 31, 2011	May 6, 2011	May 16, 2011	0.89375
June 30, 2011	August 5, 2011	August 15, 2011	0.89375

Accumulated Other Comprehensive Income

The following table presents the components of accumulated other comprehensive income ("AOCI"), net of tax:

	June 30, 2011	December 31, 2010
Net gains on commodity related hedges	$11,292	$ 25,245
Unrealized gains on available-for-sale securities	882	918
Total AOCI, net of tax	$12,174	$ 26,163

11. UNIT-BASED COMPENSATION PLANS:

During the six months ended June 30, 2011, employees were granted a total of 518,700 unvested awards with five-year service vesting requirements, and directors were granted a total of 2,580 unvested awards with three-year service vesting requirements. The weighted average grant-date fair value of these awards was $53.60 per unit. As of June 30, 2011 a total of 2,450,698 unit awards remain unvested, including the new awards granted during the period. We expect to recognize a total of $69.2 million in compensation expense over a weighted average period of 1.73 years related to unvested awards.

12. INCOME TAXES:

The components of the federal and state income tax expense of our taxable subsidiaries are summarized as follows:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2011	2010	2011	2010
Current expense:				
Federal	$ 635	$ 1,599	$ 5,663	$ 2,917
State	5,191	4,248	9,125	7,421
Total current expense	5,826	5,847	14,788	10,338
Deferred expense (benefit):				
Federal	(15)	(997)	1,004	421
State	(28)	(281)	588	(266)
Total deferred expense	(43)	(1,278)	1,592	155
Total income tax expense	$5,783	$ 4,569	$16,380	$10,493

The effective tax rate differs from the statutory rate due primarily to Partnership earnings that are not subject to federal and state income taxes at the Partnership level.

13. REGULATORY MATTERS, COMMITMENTS, CONTINGENCIES AND ENVIRONMENTAL LIABILITIES:

Guarantee - Fayetteville Express Pipeline LLC

Fayetteville Express Pipeline LLC ("FEP"), a joint venture entity in which we own a 50% interest, had a credit agreement that provided for a $1.1 billion senior revolving credit facility (the "FEP Facility"). We guaranteed 50% of the obligations of FEP under the FEP Facility, with the remainder of FEP Facility obligations guaranteed by Kinder Morgan Energy Partners, L.P. ("KMP"). Amounts borrowed under the FEP Facility bear interest at a rate based on either a Eurodollar rate or a prime rate.

As of June 30, 2011, FEP had $968.5 million of outstanding borrowings issued under the FEP Facility and our contingent obligation with respect to our guaranteed portion of FEP's outstanding borrowings was $484.3 million, which was not reflected in our consolidated balance sheet. The weighted average interest rate on the total amount outstanding as of June 30, 2011 was 3.09%.

In July 2011, the FEP Facility was repaid with capital contributions from ETP and KMP totaling $390 million along with proceeds from a $600 million term loan credit facility maturing in July 2012 (which can be extended for one year at the option of FEP). Upon closing and funding of the term loan facility, the FEP Facility was terminated. FEP also entered into a $50 million revolving credit facility maturing in July 2015. We do not guarantee FEP's indebtedness under its term loan or new credit facility.

NGL Pipeline Regulation

We have interests in NGL pipelines located in Texas. We believe that these pipelines do not provide interstate service and that they are thus not subject to the jurisdiction of the FERC under the Interstate Commerce Act ("ICA") and the Energy Policy Act of 1992. Under the ICA, tariffs must be just and reasonable and not unduly discriminatory or confer any undue preference. We cannot guarantee that the jurisdictional status of our NGL facilities will remain unchanged; however, should they be found jurisdictional, the FERC's rate-making methodologies may limit our ability to set rates based on our actual costs, may delay the use of rates that reflect increased costs and may subject us to potentially burdensome and expensive operational, reporting and other requirements. Any of the foregoing could adversely affect our business, revenues and cash flow.

Commitments

In the normal course of our business, we purchase, process and sell natural gas pursuant to long-term contracts and we enter into long-term transportation and storage agreements. Such contracts contain terms that are customary in the industry. We have also entered into several propane purchase and supply commitments, which are typically one year agreements with varying terms as to quantities, prices and expiration dates. We believe that the terms of these agreements are commercially reasonable and will not have a material adverse effect on our financial position or results of operations.

We have certain non-cancelable leases for property and equipment, which require fixed monthly rental payments and expire at various dates through 2034. Rental expense under these operating leases has been included in operating expenses in the accompanying statements of operations and totaled approximately $5.2 million and $5.4 million for the three months ended June 30, 2011 and 2010, respectively. For the six months ended June 30, 2011 and 2010, rental expense for operating leases totaled approximately $10.2 million and $11.3 million, respectively.

Our propane operations have an agreement with Enterprise Products Partners L.P. (together with its subsidiaries "Enterprise") (see Note 15) to supply a portion of our propane requirements. The agreement will continue until March 2015 and includes an option to extend the agreement for an additional year.

In connection with the sale of our investment in M-P Energy in October 2007, we executed a propane purchase agreement for approximately 90.0 million gallons per year through 2015 at market prices plus a nominal fee.

Our joint venture agreements require that we fund our proportionate share of capital contributions to our unconsolidated affiliates. We expect that such contributions will depend upon our unconsolidated affiliates' capital requirements, such as for funding capital projects or repayment of long-term obligations.

Litigation and Contingencies

We may, from time to time, be involved in litigation and claims arising out of our operations in the normal course of business. Natural gas and propane are flammable, combustible gases. Serious personal injury and significant property damage can arise in connection with their transportation, storage or use. In the ordinary course of business, we are sometimes threatened with or named as a defendant in various lawsuits seeking actual and punitive damages for product liability, personal injury and property damage. We maintain liability insurance with insurers in amounts and with coverage and deductibles management believes are reasonable and prudent, and which are generally accepted in the industry. However, there can be no assurance that the levels of insurance protection currently in effect will continue to be available at reasonable prices or that such levels will remain adequate to protect us from material expenses related to product liability, personal injury or property damage in the future.

We or our subsidiaries are a party to various legal proceedings and/or regulatory proceedings incidental to our businesses. For each of these matters, we evaluate the merits of the case, our exposure to the matter, possible legal or settlement strategies, the likelihood of an unfavorable outcome and the availability of insurance coverage. If we determine that an unfavorable outcome of a particular matter is probable and can be estimated we accrue the contingent obligation as well as any expected insurance recoverable amounts related to the contingency. As of June 30, 2011 and December 31, 2010, accruals of approximately $10.7 million and $10.2 million, respectively, were reflected on our balance sheets related to these contingent obligations. As new information becomes available, our estimates may change. The impact of these changes may have a significant effect on our results of operations in a single period.

The outcome of these matters cannot be predicted with certainty and there can be no assurance that the outcome of a particular matter will not result in the payment of amounts that have not been accrued for the matter. Furthermore, we may revise accrual amounts prior to resolution of a particular contingency based on changes in facts and circumstances or changes in the expected outcome.

No amounts have been recorded in our June 30, 2011 or December 31, 2010 consolidated balance sheets for contingencies and current litigation, other than amounts disclosed herein.

Environmental Matters

Our operations are subject to extensive federal, state and local environmental and safety laws and regulations that can require expenditures to ensure compliance, including related to air emissions and wastewater discharges, at operating facilities and for remediation at current and former facilities as well as waste disposal sites. Although we believe our operations are in substantial compliance with applicable environmental laws and regulations, risks of additional costs and liabilities are inherent in the business of transporting, gathering, treating, compressing, blending and processing natural gas, natural gas liquids and other products. As a result, there can be no assurance that significant costs and liabilities will not be incurred. Costs of planning, designing, constructing and operating pipelines, plants and other facilities must incorporate compliance with environmental laws and regulations and safety standards. Failure to comply with these laws and regulations may result in the assessment of administrative, civil and criminal penalties, the imposition of remedial obligations, the issuance of injunctions and the filing of federally authorized citizen suits. Moreover, it is possible that other developments, such as increasingly stringent environmental laws, regulations and enforcement policies there under, and claims for damages to property or persons resulting from the operations, could result in substantial costs and liabilities. Accordingly, we have adopted policies, practices and procedures in the areas of pollution control, product safety, occupational safety and health, and the handling, storage, use, and disposal of hazardous materials to prevent and minimize material environmental or other damage, and to limit the financial liability, which could result from such events. However, the risk of environmental or other damage is inherent in transporting, gathering, treating, compressing, blending and processing natural gas, natural gas liquids and other products, as it is with other entities engaged in similar businesses.

Environmental exposures and liabilities are difficult to assess and estimate due to unknown factors such as the magnitude of possible contamination, the timing and extent of remediation, the determination of our liability in proportion to other parties, improvements in cleanup technologies and the extent to which environmental laws and regulations may change in the future. Although environmental costs may have a significant impact on the results of operations for any single period, we believe that such costs will not have a material adverse effect on our financial position.

As of June 30, 2011 and December 31, 2010, accruals on an undiscounted basis of $12.8 million and $13.8 million, respectively, were recorded in our consolidated balance sheets as accrued and other current liabilities and other non-current liabilities related to environmental matters.

Based on information available at this time and reviews undertaken to identify potential exposure, we believe the amount reserved for environmental matters is adequate to cover the potential exposure for cleanup costs.

Transwestern conducts soil and groundwater remediation at a number of its facilities. Some of the cleanup activities include remediation of several compressor sites on the Transwestern system for contamination by polychlorinated biphenyls ("PCBs"). The costs of this work are not eligible for recovery in rates. The total accrued future estimated cost of remediation activities expected to continue through 2025 is $8.1 million, which is included in the aggregate environmental accruals discussed above. Transwestern received approval from the FERC for rate recovery of projected soil and groundwater remediation costs not related to PCBs effective April 1, 2007.

Transwestern, as part of ongoing arrangements with customers, continues to incur costs associated with containing and removing potential PCBs. Future costs cannot be reasonably estimated because remediation activities are undertaken as claims are made by customers and former customers. However, such future costs are not expected to have a material impact on our financial position, results of operations or cash flows.

The U.S. Environmental Protection Agency's (the "EPA") Spill Prevention, Control and Countermeasures program regulations were recently modified and impose additional requirements on many of our facilities. We are currently reviewing the impact to our operations and expect to expend resources on tank integrity testing and any associated corrective actions as well as potential upgrades to containment structures. Costs associated with tank integrity testing and resulting corrective actions cannot be reasonably estimated at this time, but we believe such costs will not have a material adverse effect on our financial position, results of operations or cash flows.

Petroleum-based contamination or environmental wastes are known to be located on or adjacent to six sites on which HOLP presently has, or formerly had, retail propane operations. These sites were evaluated at the time of their acquisition. In all cases, remediation operations have been or will be undertaken by others, and in all six cases, HOLP obtained indemnification rights for expenses associated with any remediation from the former owners or related entities. We have not been named as a potentially responsible party at any of these sites, nor have our operations contributed to the environmental issues at these sites. Accordingly, no amounts have been recorded in our June 30, 2011 consolidated balance sheet or our December 31, 2010 consolidated balance sheet. Based on information currently available to us, such projects are not expected to have a material adverse effect on our financial condition or results of operations.

On August 20, 2010, the EPA published new regulations under the federal Clean Air Act (“CAA”) to control emissions of hazardous air pollutants from existing stationary reciprocal internal combustion engines. The rule will require us to undertake certain expenditures and activities, likely including purchasing and installing emissions control equipment. On October 19, 2010, industry groups submitted a legal challenge to the U.S. Court of Appeals for the D.C. Circuit and a Petition for Administrative Reconsideration to the EPA for some monitoring aspects of the rule. The legal challenge has been held in abeyance since December 3, 2010, pending the EPA’s consideration of the Petition for Administrative Reconsideration. On January 5, 2011, the EPA approved the request for reconsideration of the monitoring issues and on March 9, 2011, the EPA issued a new proposed rule and a direct final rule effective on May 9, 2011 to clarify compliance requirements related to operation and maintenance procedures for continuous parametric monitoring systems. If significant adverse comments are filed on the direct final rule, the EPA would address public comments in a subsequent final rule. At this point, we cannot predict how the direct final rule might be modified as a result of the comments received or a future court ruling and as a result we cannot currently accurately predict the cost to comply with the rule’s requirements. Compliance with the final rule is required by October 2013.

On June 29, 2011, the EPA finalized a rule under the CAA that revised the new source performance standards for manufacturers, owners and operators of new, modified and reconstructed stationary internal combustion engines. The rule will become effective on August 29, 2011. The rule modifications may require us to undertake significant expenditures, including expenditures for purchasing, installing, monitoring and maintaining emissions control equipment, if we replace equipment or expand existing facilities in the future. At this point, we are not able to predict the cost to comply with the rule’s requirements, because the rule applies only to changes we might make in the future.

Our pipeline operations are subject to regulation by the U.S. Department of Transportation (“DOT”) under the Pipeline Hazardous Materials Safety Administration (“PHMSA”), pursuant to which the PHMSA has established requirements relating to the design, installation, testing, construction, operation, replacement and management of pipeline facilities. Moreover, the PHMSA, through the Office of Pipeline Safety, has promulgated a rule requiring pipeline operators to develop integrity management programs to comprehensively evaluate their pipelines, and take measures to protect pipeline segments located in what the rule refers to as “high consequence areas.” Activities under these integrity management programs involve the performance of internal pipeline inspections, pressure testing or other effective means to assess the integrity of these regulated pipeline segments, and the regulations require prompt action to address integrity issues raised by the assessment and analysis. For the three months ended June 30, 2011 and 2010, $3.9 million and $3.6 million, respectively, of capital costs and $3.9 million and $4.4 million, respectively, of operating and maintenance costs have been incurred for pipeline integrity testing. For the six months ended June 30, 2011 and 2010, $5.6 million and $5.0 million, respectively, of capital costs and $6.0 million and $6.3 million, respectively, of operating and maintenance costs have been incurred for pipeline integrity testing. Integrity testing and assessment of all of these assets will continue, and the potential exists that results of such testing and assessment could cause ETP to incur even greater capital and operating expenditures for repairs or upgrades deemed necessary to ensure the continued safe and reliable operation of its pipelines; however, no estimate can be made at this time of the likely range of such expenditures.

Our operations are also subject to the requirements of the federal Occupational Safety and Health Act (“OSHA”) and comparable state laws that regulate the protection of the health and safety of employees. In addition, OSHA’s hazardous communication standard requires that information be maintained about hazardous materials used or produced in our operations and that this information be provided to employees, state and local government authorities and citizens. We believe that our operations are in substantial compliance with the OSHA requirements, including general industry standards, record keeping requirements, and monitoring of occupational exposure to regulated substances.

National Fire Protection Association Pamphlets No. 54 and No. 58, which establish rules and procedures governing the safe handling of propane, or comparable regulations, have been adopted as the industry standard in all of the states in which we operate. In some states, these laws are administered by state agencies, and in others, they are administered on a municipal level. With respect to the transportation of propane by truck, we are subject to regulations governing the transportation of hazardous materials under the Federal Motor Carrier Safety Act, administered by the DOT. We conduct ongoing training programs to help ensure that our operations are in compliance with applicable regulations. We believe that the procedures currently in effect at all of our facilities for the handling, storage and distribution of propane are consistent with industry standards and are in substantial compliance with applicable laws and regulations.

14. PRICE RISK MANAGEMENT ASSETS AND LIABILITIES:

Commodity Price Risk

We are exposed to market risks related to the volatility of natural gas, NGL and propane prices. To manage the impact of volatility from these prices, we utilize various exchange-traded and OTC commodity financial instrument contracts. These contracts consist primarily of futures, swaps and options and are recorded at fair value in the consolidated balance sheets.

We inject and hold natural gas in our Bammel storage facility to take advantage of contango markets (i.e., when the price of natural gas is higher in the future than the current spot price. We use financial derivatives to hedge the natural gas held in connection with these arbitrage opportunities.). At the inception of the hedge, we lock in a margin by purchasing gas in the spot market or off peak season and entering into a financial contract to lock in the sale price. If we designate the related financial contract as a fair value hedge for accounting purposes, we value the hedged natural gas inventory at current spot market prices along with the financial derivative we use to hedge it. Changes in the spread between the forward natural gas prices designated as fair value hedges and the physical inventory spot price result in unrealized gains or losses until the underlying physical gas is withdrawn and the related designated derivatives are settled. Once the gas is withdrawn and the designated derivatives are settled, the previously unrealized gains or losses associated with these positions are realized. Unrealized margins represent the unrealized gains or losses from our derivative instruments using mark-to-market accounting, with changes in the fair value of our derivatives being recorded directly in earnings. These margins fluctuate based upon changes in the spreads between the physical spot price and forward natural gas prices. If the spread narrows between the physical and financial prices, we will record unrealized gains or lower unrealized losses. If the spread widens, we will record unrealized losses or lower unrealized gains. Typically, as we enter the winter months, the spread converges so that we recognize in earnings the original locked-in spread through either mark-to-market adjustments or the physical withdrawal of natural gas.

We are also exposed to market risk on natural gas we retain for fees in our intrastate transportation and storage segment and operational gas sales on our interstate transportation segment. We use financial derivatives to hedge the sales price of this gas, including futures, swaps and options. Certain contracts that qualify for hedge accounting are designated as cash flow hedges of the forecasted sale of natural gas. The change in value, to the extent the contracts are effective, remains in AOCI until the forecasted transaction occurs. When the forecasted transaction occurs, any gain or loss associated with the derivative is recorded in cost of products sold in the consolidated statement of operations.

Derivatives are utilized in our midstream segment in order to mitigate price volatility and manage fixed price exposure incurred from contractual obligations. We attempt to maintain balanced positions in our marketing activities to protect ourselves from the volatility in the energy commodities markets; however, net unbalanced positions can exist. Long-term physical contracts are tied to index prices. System gas, which is also tied to index prices, is expected to provide most of the gas required by our long-term physical contracts. When third-party gas is required to supply long-term contracts, a hedge is put in place to protect the margin on the contract. Financial contracts, which are not tied to physical delivery, are expected to be offset with financial contracts to balance our positions. To the extent open commodity positions exist, fluctuating commodity prices can impact our financial position and results of operations, either favorably or unfavorably.

Our propane segment permits customers to guarantee the propane delivery price for the next heating season. As we execute fixed sales price contracts with our customers, we may enter into propane futures contracts to fix the purchase price related to these sales contracts, thereby locking in a gross profit margin. Additionally, we may use propane futures contracts to secure the purchase price of our propane inventory for a percentage of our anticipated propane sales.

The following table details our outstanding commodity-related derivatives:

	June 30, 2011		December 31, 2010	
	Notional Volume	Maturity	Notional Volume	Maturity
Mark-to-Market Derivatives				
Natural Gas:				
Basis Swaps IFERC/NYMEX (MMBtu)	(26,145,000)	2011-2013	(38,897,500)	2011
Swing Swaps IFERC (MMBtu)	(144,420,000)	2011-2012	(19,720,000)	2011
Fixed Swaps/Futures (MMBtu)	6,695,000	2011-2012	(2,570,000)	2011
Options — Calls (MMBtu)	—	—	(3,000,000)	2011
Propane:				
Forwards/Swaps (Gallons)	—	—	1,974,000	2011
Fair Value Hedging Derivatives				
Natural Gas:				
Basis Swaps IFERC/NYMEX (MMBtu)	(26,040,000)	2011-2012	(28,050,000)	2011
Fixed Swaps/Futures (MMBtu)	(38,285,000)	2011-2012	(39,105,000)	2011
Hedged Item — Inventory (MMBtu)	38,285,000	2011	39,105,000	2011
Cash Flow Hedging Derivatives				
Natural Gas:				
Fixed Swaps/Futures (MMBtu)	920,000	2011	(210,000)	2011
Options — Puts (MMBtu)	15,180,000	2011-2012	26,760,000	2011-2012
Options — Calls (MMBtu)	(15,180,000)	2011-2012	(26,760,000)	2011-2012
Propane:				
Forwards/Swaps (Gallons)	14,700,000	2011-2012	32,466,000	2011

We expect gains of $10.4 million related to commodity derivatives to be reclassified into earnings over the next 12 months related to amounts currently reported in AOCI. The amount ultimately realized, however, will differ as commodity prices change and the underlying physical transaction occurs.

Interest Rate Risk

We are exposed to market risk for changes in interest rates. In order to maintain a cost effective capital structure, we borrow funds using a mix of fixed rate debt and variable rate debt. We manage our current interest rate exposure by utilizing interest rate swaps to achieve a desired mix of fixed and variable rate debt. We also utilize forward starting interest rate swaps to lock in the rate on a portion of our anticipated debt issuances.

We had the following interest rate swaps outstanding as of June 30, 2011 and December 31, 2010, none of which were designated as hedges for accounting purposes:

		Notional Amount Outstanding	
Term	Type [1]	June 30, 2011	December 31, 2010
August 2012 [2]	Forward starting to pay a fixed rate of 3.64% and receive a floating rate	$ 400,000	$ 400,000
July 2013 [3]	Forward starting to pay a fixed rate of 4.13% and receive a floating rate	200,000	—
July 2018	Pay a floating rate plus a spread and receive a fixed rate of 6.70%	500,000	500,000

(1) Floating rates are based on LIBOR.

(2) These forward starting swaps have an effective date of August 2012 and a term of 10 years; however, the swaps have a mandatory termination provision and will be settled in August 2012.

(3) These forward starting swaps have an effective date of July 2013 and a term of 10 years; however, the swaps have a mandatory termination provision and will be settled in July 2013.

Credit Risk

We maintain credit policies with regard to our counterparties that we believe minimize our overall credit risk. These policies include an evaluation of potential counterparties' financial condition (including credit ratings), collateral requirements under certain circumstances and the use of standardized agreements, which allow for netting of positive and negative exposure associated with a single counterparty.

Our counterparties consist primarily of petrochemical companies and other industrials, mid-size to major oil and gas companies and power companies. This concentration of counterparties may impact our overall exposure to credit risk, either positively or negatively in that the counterparties may be similarly affected by changes in economic, regulatory or other conditions. Currently, management does not anticipate a material adverse effect on our financial position or results of operations as a result of counterparty performance.

We utilize master-netting agreements and have maintenance margin deposits with certain counterparties in the OTC market and with clearing brokers. Payments on margin deposits are required when the value of a derivative exceeds our pre-established credit limit with the counterparty. Margin deposits are returned to us on the settlement date for non-exchange traded derivatives, and we exchange margin calls on a daily basis for exchange traded transactions. Since the margin calls are made daily with the exchange brokers, the fair value of the financial derivative instruments are deemed current and netted in deposits paid to vendors within other current assets in the consolidated balance sheets. The Partnership had net deposits with counterparties of $60.9 million and $52.2 million as of June 30, 2011 and December 31, 2010, respectively.

For financial instruments, failure of a counterparty to perform on a contract could result in our inability to realize amounts that have been recorded on our consolidated balance sheets and recognized in net income or other comprehensive income.

Derivative Summary

The following table provides a balance sheet overview of the Partnership's derivative assets and liabilities as of June 30, 2011 and December 31, 2010:

	Fair Value of Derivative Instruments			
	Asset Derivatives		Liability Derivatives	
	June 30, 2011	December 31, 2010	June 30, 2011	December 31, 2010
Derivatives designated as hedging instruments:				
Commodity derivatives (margin deposits)	$ 23,729	$ 35,031	$ (2,136)	$ (6,631)
Commodity derivatives	560	6,589	(334)	—
	24,289	41,620	(2,470)	(6,631)
Derivatives not designated as hedging instruments:				
Commodity derivatives (margin deposits)	111,866	64,940	(117,701)	(72,729)
Commodity derivatives	—	275	—	—
Interest rate derivatives	18,854	20,790	(7,901)	(18,338)
	130,720	86,005	(125,602)	(91,067)
Total derivatives	$155,009	$ 127,625	$(128,072)	$ (97,698)

The commodity derivatives (margin deposits) are recorded in "Other current assets" on our consolidated balance sheets. The remainder of the derivatives are recorded in "Price risk management assets/liabilities."

We disclose the non-exchange traded financial derivative instruments as price risk management assets and liabilities on our consolidated balance sheets at fair value with amounts classified as either current or long-term depending on the anticipated settlement date.

The following tables summarize the amounts recognized with respect to our derivative financial instruments for the periods presented:

	Change in Value Recognized in OCI on Derivatives (Effective Portion)			
	Three Months Ended June 30,		Six Months Ended June 30,	
	2011	2010	2011	2010
Derivatives in cash flow hedging relationships:				
Commodity derivatives	$ 2,239	$ (9,150)	$ 8,343	$ 24,957
Interest rate derivatives	—	(205)	—	(205)
Total	$ 2,239	$ (9,355)	$ 8,343	$ 24,752

	Location of Gain/(Loss) Reclassified from AOCI into Income (Effective Portion)	Amount of Gain/(Loss) Reclassified from AOCI into Income (Effective Portion)			
		Three Months Ended June 30,		Six Months Ended June 30,	
		2011	2010	2011	2010
Derivatives in cash flow hedging relationships:					
Commodity derivatives	Cost of products sold	$4,985	$7,058	$21,948	$12,373
Interest rate derivatives	Interest expense	—	71	—	142
Total		$4,985	$7,129	$21,948	$12,515

	Location of Gain/(Loss) Reclassified from AOCI into Income (Ineffective Portion)	Amount of Gain/(Loss) Recognized in Income on Ineffective Portion			
		Three Months Ended June 30,		Six Months Ended June 30,	
		2011	2010	2011	2010
Derivatives in cash flow hedging relationships:					
Commodity derivatives	Cost of products sold	$458	$(1,016)	$ 463	$ 105
Total		$458	$(1,016)	$ 463	$ 105

	Location of Gain/(Loss) Recognized in Income on Derivatives	Amount of Gain/(Loss) Recognized in Income representing hedge ineffectiveness and amount excluded from the assessment of effectiveness			
		Three Months Ended June 30,		Six Months Ended June 30,	
		2011	2010	2011	2010
Derivatives in fair value hedging relationships (including hedged item):					
Commodity derivatives	Cost of products sold	$15,874	$6,417	$22,291	$(967)
Total		$15,874	$6,417	$22,291	$(967)

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	Location of Gain/(Loss) Recognized in Income on Derivatives	Amount of Gain/(Loss) Recognized in Income on Derivatives			
		Three Months Ended June 30,		Six Months Ended June 30,	
		2011	2010	2011	2010
Derivatives not designated as hedging instruments:					
Commodity derivatives	Cost of products sold	$(11,380)	$(21,295)	$(5,001)	$672
Interest rate derivatives	Gains on non-hedged interest rate derivatives	2,111	—	3,890	—
Total		$ (9,269)	$(21,295)	$(1,111)	$672

We recognized $15.7 million and $36.5 million of unrealized losses on commodity derivatives not in fair value hedging relationships (including the ineffective portion of commodity derivatives in cash flow hedging relationships) for the three months ended June 30, 2011 and 2010, respectively. We recognized $2.1 million of unrealized gains and $45.2 million of unrealized losses on commodity derivatives not in fair value hedging relationships (including the ineffective portion of commodity derivatives in cash flow hedging relationships) for the six months ended June 30, 2011 and 2010, respectively. For the three months ended June 30, 2011 and 2010 we recognized unrealized gains of $16.7 million and unrealized losses of $8.2 million, respectively, on commodity derivatives and related hedged inventory accounted for as fair value hedges. For the six months ended June 30, 2011 and 2010 we recognized unrealized gains of $7.8 million and $25.0 million, respectively, on commodity derivatives and related hedged inventory accounted for as fair value hedges.

15. RELATED PARTY TRANSACTIONS:

Regency became a related party on May 26, 2010 in connection with ETE's acquisition of Regency's general partner. We provide Regency with certain natural gas sales and transportation services and compression equipment, and Regency provides us with certain contract compression services. For the six months ended June 30, 2011, we recorded revenue of $19.0 million, cost of products sold of $19.2 million and operating expenses of $1.9 million related to transactions with Regency. For the period from May 26, 2010 to June 30, 2010, we recorded costs of products sold of $0.7 million and operating expenses of $0.2 million related to transactions with Regency.

We received $8.4 million and $0.3 million in management fees from ETE for the provision of various general and administrative services for ETE's benefit for the six months ended June 30, 2011 and 2010, respectively. For the three months ended June 30, 2011 and 2010 we received $3.4 million and $0.1 million, respectively in management fees from ETE for the provision of various general and administrative services for ETE's benefit. The management fees for the three and six months ended June 30, 2011 reflect the provision of various general and administrative services for Regency. In addition, for the three and six months ended June 30, 2011 we recorded from Regency $0.8 million and $3.1 million, respectively, for reimbursement of various general and administrative expenses incurred by us.

Enterprise is considered to be a related party to us due to Enterprise's holdings of outstanding common units of ETE. We and Enterprise transport natural gas on each other's pipelines, share operating expenses on jointly-owned pipelines and ETC OLP sells natural gas to Enterprise. Our propane operations routinely buy and sell product with Enterprise. Our propane operations purchase a portion of our propane requirements from Enterprise pursuant to an agreement that expires in March 2015 and includes an option to extend the agreement for an additional year. The following table presents sales to and purchases from Enterprise:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2011	2010	2011	2010
Natural Gas Operations:				
Sales	$162,107	$130,526	$298,020	$275,246
Purchases	9,736	6,936	17,960	13,533
Propane Operations:				
Sales	1,441	481	10,218	10,966
Purchases	72,191	52,415	242,157	218,179

As of December 31, 2010, Titan had forward mark-to-market derivatives for 1.7 million gallons of propane at a fair value asset of $0.2 million with Enterprise. These forward contracts were settled as of June 30, 2011. In addition, as of June 30, 2011 and December 31, 2010, Titan had forward derivatives accounted for as cash flow hedges of 14.7 million and 32.5 million gallons of propane at fair value assets of $0.3 million and $6.6 million, respectively, with Enterprise.

On July 19, 2011, we entered into an agreement with ETE pursuant to which we agreed to acquire a 50% interest in Citrus Corp. as discussed in Note 3.

The following table summarizes the related party balances on our consolidated balance sheets:

	June 30, 2011	December 31, 2010
Accounts receivable from related parties:		
Enterprise:		
Natural Gas Operations	$ 50,180	$ 36,736
Propane Operations	226	2,327
Other	49,921	14,803
Total accounts receivable from related parties	$100,327	$ 53,866
Accounts payable to related parties:		
Enterprise:		
Natural Gas Operations	$ 1,749	$ 2,687
Propane Operations	10,830	22,985
Other	1,886	1,505
Total accounts payable to related parties	$ 14,465	$ 27,177
Net imbalance receivable from Enterprise	$ 592	$ 1,360

16. OTHER INFORMATION:

The tables below present additional detail for certain balance sheet captions.

Other Current Assets

Other current assets consisted of the following:

	June 30, 2011	December 31, 2010
Deposits paid to vendors	$ 60,861	$ 52,192
Prepaid expenses and other	76,165	63,077
Total other current assets	$137,026	$ 115,269

Accrued and Other Current Liabilities

Accrued and other current liabilities consisted of the following:

	June 30, 2011	December 31, 2010
Interest payable	$146,590	$ 135,867
Customer advances and deposits	45,764	86,191
Accrued capital expenditures	88,768	87,260
Accrued wages and benefits	43,986	61,587
Taxes payable other than income taxes	68,536	27,067
Income taxes payable	3,055	7,390
Deferred income taxes	172	365
Other	87,296	56,833
Total accrued and other current liabilities	$484,167	$ 462,560

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17. REPORTABLE SEGMENTS:

Our financial statements reflect five reportable segments, which conduct their business exclusively in the United States of America, as follows:

- intrastate natural gas transportation and storage;
- interstate natural gas transportation;
- midstream;
- NGL transportation and services (See Note 3); and
- retail propane and other retail propane related operations.

Intersegment and intrasegment transactions are generally based on transactions made at market-related rates. Consolidated revenues and expenses reflect the elimination of all material intercompany transactions.

We evaluate the performance of our operating segments based on operating income, which includes allocated selling, general and administrative expenses. The following tables present the financial information by segment for the following periods:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2011	2010	2011	2010
Revenues:				
Intrastate natural gas transportation and storage:				
Revenues from external customers	$ 643,653	$ 530,174	$1,232,331	$ 1,132,530
Intersegment revenues	28,841	318,713	211,922	582,849
	672,494	848,887	1,444,253	1,715,379
Interstate natural gas transportation — revenues from external customers	104,850	70,079	209,951	138,348
Midstream:				
Revenues from external customers	516,499	407,123	929,694	1,025,830
Intersegment revenues	104,351	350,671	342,412	528,735
	620,850	757,794	1,272,106	1,554,565
NGL transportation and services:				
Revenues from external customers	90,771	—	90,771	—
Intersegment revenues	5,134	—	5,134	—
	95,905	—	95,905	—
Retail propane and other retail propane related — revenues from external customers	243,973	220,126	801,188	781,281
All other:				
Revenues from external customers	28,349	40,204	51,737	61,698
Intersegment revenues	26,472	36,843	40,899	89,798
	54,821	77,047	92,636	151,496
Eliminations	(164,798)	(706,227)	(600,367)	(1,201,382)
Total revenues	$1,628,095	$1,267,706	$3,315,672	$ 3,139,687

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	Three Months Ended June 30,		Six Months Ended June 30,	
	2011	2010	2011	2010
Operating income (loss):				
Intrastate natural gas transportation and storage	$ 135,671	$ 127,818	$ 279,745	$ 262,022
Interstate natural gas transportation	49,798	32,165	101,928	63,762
Midstream	67,969	49,865	117,473	102,197
NGL transportation and services	27,603	—	27,603	—
Retail propane and other retail propane related	(8,708)	(6,436)	111,048	120,338
All other	3,027	6,713	3,688	14,686
Eliminations	(5,429)	(6,944)	(8,483)	(16,048)
Selling, general and administrative expenses not allocated to segments	488	(3,997)	552	(3,435)
Total operating income	$ 270,419	$ 199,184	$ 633,554	$ 543,522
Other items not allocated by segment:				
Interest expense, net of interest capitalized	$(116,466)	$(103,014)	$(223,706)	$(207,976)
Equity in earnings of affiliates	5,040	4,072	6,673	10,253
Gains (losses) on disposal of assets	(528)	1,385	(2,254)	(479)
Gains on non-hedged interest rate derivatives	2,111	—	3,890	—
Allowance for equity funds used during construction	1,201	4,298	69	5,607
Impairment of investment in affiliate	—	(52,620)	—	(52,620)
Other income, net	622	(5,893)	1,972	(4,860)
Income tax expense	(5,783)	(4,569)	(16,380)	(10,493)
	(113,803)	(156,341)	(229,736)	(260,568)
Net income	$ 156,616	$ 42,843	$ 403,818	$ 282,954

	As of June 30, 2011	As of December 31, 2010
Total assets:		
Intrastate natural gas transportation and storage	$ 4,879,112	$ 4,894,352
Interstate natural gas transportation	3,474,275	3,390,588
Midstream	2,297,464	1,842,370
NGL transportation and services	2,075,887	—
Retail propane and other retail propane related	1,674,949	1,791,254
All other	239,716	231,428
Total	$14,641,403	$12,149,992

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

(Tabular dollar amounts are in thousands)

The following is a discussion of our historical consolidated financial condition and results of operations, and should be read in conjunction with our historical consolidated financial statements and accompanying notes thereto included elsewhere in this Quarterly Report on Form 10-Q and our Annual Report on Form 10-K for the year ended December 31, 2010 filed with the SEC on February 28, 2011. This discussion includes forward-looking statements that are subject to risk and uncertainties. Actual results may differ substantially from the statements we make in this section due to a number of factors that are discussed in "Item 1A. Risk Factors" included in this report and in our Annual Report on Form 10-K for the year ended December 31, 2010.

References to "we," "us," "our," the "Partnership" and "ETP" shall mean Energy Transfer Partners, L.P. and its subsidiaries.

Overview

The activities in which we are engaged and the wholly-owned operating subsidiaries through which we conduct those activities are as follows:

- Natural gas operations, including the following segments:
  - natural gas midstream and intrastate transportation and storage through La Grange Acquisition, L.P., which conducts business under the assumed name of Energy Transfer Company ("ETC OLP"); and
  - interstate natural gas transportation services through Energy Transfer Interstate Holdings, LLC ("ET Interstate"). ET Interstate is the parent company of Transwestern Pipeline Company, LLC ("Transwestern"), ETC Fayetteville Express Pipeline, LLC ("ETC FEP") and ETC Tiger Pipeline, LLC ("ETC Tiger").
- NGL transportation, storage and fractionation services primarily through Lone Star NGL LLC ("Lone Star").
- Retail propane through Heritage Operating, L.P. ("HOLP") and Titan Energy Partners, L.P. ("Titan").
- Other operations, including natural gas compression services through ETC Compression, LLC ("ETC Compression").

Recent Developments

Citrus Transaction

On July 19, 2011, we entered into the Amended Citrus Merger Agreement pursuant to which it is anticipated that Southern Union Company, a Delaware corporation ("SUG"), will cause the contribution to us of a 50% interest in Citrus Corp., which owns 100% of the Florida Gas Transmission ("FGT") pipeline system, in exchange for approximately $1.895 billion in cash and $105 million of our Common Units, contemporaneous with the completion of the merger between SUG and ETE pursuant to the Second Amended SUG Merger Agreement as described in Note 3 to our unaudited financial statements included in this report. Citrus Corp. is currently jointly owned by SUG and El Paso Corporation. The FGT pipeline system has a capacity of 3.0 Bcf/d and supplied approximately 63% of the natural gas consumed in Florida for 2010. FGT's primary customers are utilities with strong investment grade credit ratings. FGT's long-term contracts with these high credit quality customers are expected to increase our fee-based revenue stream.

Tiger Pipeline Expansion

We recently completed construction of the 400 MMcf/d expansion of our Tiger pipeline. The Tiger pipeline expansion was placed in service on August 1, 2011, bringing the total capacity of the Tiger pipeline to 2.4 Bcf/d.

Lone Star

Lone Star announced the construction of an approximate 530-mile NGL pipeline that extends from Winkler County in West Texas to a processing plant in Jackson County, Texas. In addition, Lone Star has secured capacity on our recently-announced NGL pipeline from Jackson County to Mont Belvieu, Texas. The project is expected to be completed in the first quarter of 2013 for an estimated cost of $700 million, which will be funded by contributions from us and Regency that are reflective of our ownership interests.

General

Our primary objective is to increase the level of our cash distributions over time by pursuing a business strategy that is currently focused on growing our natural gas, NGL and propane businesses through, among other things, pursuing certain construction and expansion opportunities relating to our existing infrastructure and acquiring certain strategic operations and businesses or assets as demonstrated by our recent acquisition of LDH Energy Asset Holdings LLC ("LDH") and recent announcements regarding organic growth projects to which we have committed. The actual amounts of cash that we will have available for distribution will primarily depend on the amount of cash we generate from our operations.

During the past several years, we have been successful in completing several transactions that have been accretive to our Unitholders. We have also made, and are continuing to make, significant investments in internal growth projects, primarily the construction of pipelines, gathering systems and natural gas treating and processing plants, which we believe will provide additional cash flow to our Unitholders for years to come. In addition, we have recently announced transactions that will expand the scope of our business to include natural gas liquids storage and fractionation and transportation.

Our principal operations include the following segments:

- Intrastate transportation and storage – Revenue is principally generated from fees charged to customers to reserve firm capacity on or move gas through our pipelines on an interruptible basis. Our interruptible or short-term business is generally impacted by basis differentials between delivery points on our system and the price of natural gas. The basis differentials that primarily impact our interruptible business are primarily among receipt points between West Texas to East Texas or segments thereof. When narrow or flat spreads exist, our open capacity may be underutilized and go unsold. Conversely, when basis differentials widen, our interruptible volumes and fees generally increase. The fee structure normally consists of a monetary fee and fuel retention. Excess fuel retained after consumption, if any, is typically sold at market prices. In addition to transport fees, we generate revenue from purchasing natural gas and transporting it across our system. The natural gas is then sold to electric utilities, independent power plants, local distribution companies, industrial end-users and other marketing companies. The HPL System purchases natural gas at the wellhead for transport and selling. Other pipelines with access to West Texas supply, such as Oasis and ET Fuel, may also purchase gas at the wellhead and other supply sources for transport across our system to be sold at market on the east side of our system. This activity allows our intrastate transportation and storage segment to capture the current basis differentials between delivery points on our system or to capture basis differentials that were previously locked in through hedges. Firm capacity long-term contracts are typically not subject to price differentials between shipping locations.

  We also generate fee-based revenue from our natural gas storage facilities by contracting with third parties for their use of our storage capacity. From time to time, we inject and hold natural gas in our Bammel storage facility to take advantage of contango markets, a term used to describe a pricing environment when the price of natural gas is higher in the future than the current spot price. We use financial derivatives to hedge the natural gas held in connection with these arbitrage opportunities. Our earnings from natural gas storage we purchase, store and sell are subject to the current market prices (spot price in relation to forward price) at the time the storage gas is hedged. At the inception of the hedge, we lock in a margin by purchasing gas in the spot market and entering into a financial derivative to lock in the forward sale price. If we designate the related financial derivative as a fair value hedge for accounting purposes, we value the hedged natural gas inventory at current spot market prices whereas the financial derivative is valued using forward natural gas prices. As a result of fair value hedge accounting, we have elected to exclude the spot forward premium from the measurement of effectiveness and changes in the spread between forward natural gas prices and spot market prices result in unrealized gains or losses until the underlying physical gas is withdrawn and the related financial derivatives are settled. Once the gas is withdrawn and the designated derivatives are settled, the previously unrealized gains or losses associated with these positions are realized. If the spread narrows between spot and forward prices, we will record unrealized gains or lower unrealized losses. If the spread widens prior to withdrawal of the gas, we will record unrealized losses or lower unrealized gains.

  As noted above, any excess retained fuel is sold at market prices. To mitigate commodity price exposure, we will use financial derivatives to hedge prices on a portion of natural gas volumes retained. For certain contracts that qualify for hedge accounting, we designate them as cash flow hedges of the forecasted sale of gas. The change in value, to the extent the contracts are effective, remains in accumulated other comprehensive income until the forecasted transaction occurs. When the forecasted transaction occurs, any gain or loss associated with the derivative is recorded in cost of products sold in the consolidated statement of operations.

  In addition, we use financial derivatives to lock in price differentials between market hubs connected to our assets on a portion of our intrastate transportation system's unreserved capacity. Gains and losses on these financial derivatives are dependent on price differentials at market locations, primarily points in West Texas and East Texas. We account for these derivatives using mark-to-market accounting, and the change in the value of these derivatives is recorded in earnings.

- Interstate transportation – The majority of our interstate transportation revenues are generated through firm reservation charges that are based on the amount of firm capacity reserved for our firm shippers regardless of usage. Tiger, Fayetteville Express Pipeline LLC ("FEP") and Transwestern expansion shippers have made 10- to 15-year commitments to pay reservation charges for the firm capacity reserved for their use. In addition to reservation revenues, additional revenue sources include interruptible transportation charges as well as usage rates and overrun rates paid by firm shippers based on their actual capacity usage.

- Midstream – Revenue is principally dependent upon the volumes of natural gas gathered, compressed, treated, processed, purchased and sold through our pipelines as well as the level of natural gas and NGL prices.

  In addition to fee-based contracts for gathering, treating and processing, we also have percent of proceeds and keep-whole contracts, which are subject to market pricing. For percent of proceeds contracts, we retain a portion of the natural gas and NGLs processed, or a portion of the proceeds of the sales of those commodities, as a fee. When natural gas and NGL prices increase, the value of the portion we retain as a fee increases. Conversely, when prices of natural gas and NGLs decrease, so does the value of the portion we retain as a fee. For wellhead (keep-whole) contracts, we retain the difference between the price of NGLs and the cost of the gas to process the NGLs. In periods of high NGL prices relative to natural gas, our margins increase. During periods of low NGL prices relative to natural gas, our margins decrease or could become negative; however, we have the ability to bypass our processing plants to avoid negative margins that may occur from processing NGLs in the event it is uneconomical to process this gas. Our processing contracts and wellhead purchases in rich natural gas areas provide that we earn and take title to specified volumes of NGLs, which we also refer to as equity NGLs. Equity NGLs in our midstream segment are derived from performing a service in a percent of proceeds contract or produced under a keep-whole arrangement. In addition to NGL price risk, our processing activity is also subject to price risk from natural gas because, in order to process the gas, in some cases we must purchase it. Therefore, lower gas prices generally result in higher processing margins.

  We conduct marketing operations in which we market certain of the natural gas that flows through our assets, referred to as on-system gas. We also attract other customers by marketing volumes of natural gas that does not originate from our assets, referred to as off-system gas. For both on-system and off-system gas, we purchase natural gas from natural gas producers and other suppliers and sell that natural gas to utilities, industrial consumers, other marketers and pipeline companies, thereby generating gross margins based upon the difference between the purchase and resale prices of natural gas, less the costs of transportation.

- NGL transportation and services – NGL transportation revenue is principally generated from fees charged to customers under dedicated contracts or take-or-pay contracts. Under a dedicated contract, the customer agrees to deliver the total output from particular processing plants that are connected to the NGL pipeline. Take-or-pay contracts have minimum throughput commitments requiring the customer to pay regardless of whether a fixed volume is transported. Transportation fees are market-based, negotiated with customers and competitive with regional regulated pipelines.

  NGL storage revenues are derived from base storage fees and throughput fees. Base storage fees are based on the volume of capacity reserved, regardless of the capacity actually used. Throughput fees are charged for providing ancillary services, including receipt and delivery, custody transfer, rail/truck loading and unloading fees. Storage contracts may be for dedicated storage or fungible storage. Dedicated storage enables a customer to reserve an entire storage cavern, which allows the customer to inject and withdraw proprietary and often unique products. Fungible storage allows a customer to store specified quantities of NGL products that are commingled in a storage cavern with other customers’ products of the same type and grade. NGL storage contracts may be entered into on a firm or interruptible basis. Under a firm basis contract, the customer obtains the right to store products in the storage caverns throughout the term of the contract; whereas, under an interruptible basis contract, the customer receives only limited assurance regarding the availability of capacity in the storage caverns.

  This segment also includes revenues earned from processing and fractionating refinery off-gas. Under these contracts we receive an O-grade stream from cryogenic processing plants located at refineries and fractionate the products into their pure components. We deliver purity products to customers through pipelines and across a truck rack located at the fractionation complex. In addition to revenues for fractionating the O-grade stream, we have percent of proceeds and income sharing contracts, which are subject to market pricing of olefins and NGLs. For percent of proceeds contracts, we retain a portion of the purity NGLs and olefins processed, or a portion of the proceeds from the sales of those commodities, as a fee. When NGLs and olefin prices increase, the value of the portion we retain as a fee increases. Conversely, when NGLs and olefin prices decrease, so does the value of the portion we retain as a fee. Under our income sharing contracts, we pay the producer the equivalent energy value for their liquids, similar to a traditional keep-whole processing agreement, and then share in the residual income created by the difference between NGLs and olefin prices as compared to natural gas prices. As NGLs and olefins prices increase in relation to natural gas prices, the value of the percent we retain as a fee increases. Conversely, when NGLs and olefins prices decrease as compared to natural gas prices, so does the value of the percent we retain as a fee.

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- Retail propane and other retail propane related operations – Revenue is principally generated from the sale of propane and propane-related products and services. The retail propane segment is a margin-based business in which gross profits depend on the excess of sales price over propane supply cost. Consequently, the profitability of our retail propane business is sensitive to changes in wholesale propane prices. Our propane business is largely seasonal and dependent upon weather conditions in our service areas. We use information published by the National Oceanic and Atmospheric Administration ("NOAA") to gather heating degree day data to analyze how our sales volumes may be affected by temperature. Our normal temperatures are defined as the prior ten year weighted-average temperature which is based on the average heating degree days provided by NOAA gathered from the various measuring points in our operating areas weighted by the retail volumes attributable to each measuring point.

Results of Operations

Consolidated Results

	Three Months Ended June 30,			Six Months Ended June 30,		
	2011	2010	Change	2011	2010	Change
Revenues	$1,628,095	$1,267,706	$360,389	$3,315,672	$3,139,687	$175,985
Cost of products sold	1,008,628	770,857	237,771	2,003,085	1,995,722	7,363
Gross margin	619,467	496,849	122,618	1,312,587	1,143,965	168,622
Operating expenses	189,302	169,533	19,769	377,791	340,281	37,510
Depreciation and amortization	104,972	83,877	21,095	200,936	167,153	33,783
Selling, general and administrative	54,774	44,255	10,519	100,306	93,009	7,297
Operating income	270,419	199,184	71,235	633,554	543,522	90,032
Interest expense, net of interest capitalized	(116,466)	(103,014)	(13,452)	(223,706)	(207,976)	(15,730)
Equity in earnings of affiliates	5,040	4,072	968	6,673	10,253	(3,580)
Gains (losses) on disposal of assets	(528)	1,385	(1,913)	(2,254)	(479)	(1,775)
Gains on non-hedged interest rate derivatives	2,111	—	2,111	3,890	—	3,890
Allowance for equity funds used during construction	1,201	4,298	(3,097)	69	5,607	(5,538)
Impairment of investment in affiliate	—	(52,620)	52,620	—	(52,620)	52,620
Other, net	622	(5,893)	6,515	1,972	(4,860)	6,832
Income tax expense	(5,783)	(4,569)	(1,214)	(16,380)	(10,493)	(5,887)
Net income	156,616	42,843	113,773	403,818	282,954	120,864
Less: net income attributable to noncontrolling interest	8,388	—	8,388	8,388	—	8,388
Net income attributable to partners	$ 148,228	$ 42,843	$105,385	$ 395,430	$ 282,954	$112,476

See the detailed discussion of operating income by operating segment below.

Interest Expense. Interest expense increased for the three and six months ended June 30, 2011 compared to the same periods last year principally due to our issuance of $1.5 billion of senior notes in May 2011, the proceeds from which were used to repay borrowings on our revolving credit facility, to fund growth projects and for general partnership purposes. Interest expense was presented net of capitalized interest and allowance for debt funds used during construction, which totaled $3.4 million and $2.9 million for the three months ended June 30, 2011 and 2010, respectively, and $5.3 million and $3.9 million for the six months ended June 30, 2011 and 2010, respectively.

Equity in Earnings of Affiliates. Equity in earnings of affiliates decreased for the six months ended June 30, 2011 compared to the same period last year primarily due to our transfer of substantially all of our interest in Midcontinent Express Pipeline LLC ("MEP") to ETE on May 26, 2010. For the three and six months ended June 30, 2011, equity in earnings of affiliates primarily consisted of our proportionate share of the earnings of FEP.

Gains on Non-Hedged Interest Rate Derivatives. Gains on non-hedged interest rate derivatives for the three and six months ended June 30, 2011 reflected swap settlements and amounts recognized on our outstanding swaps, which had a total notional amount of $1.1 billion as of June 30, 2011. No non-hedged interest rate swaps were outstanding during the same periods in the prior year.

Allowance for Equity Funds Used During Construction. Allowance for equity funds used during construction for the three and six months ended June 30, 2011 reflected amounts recorded in connection with the expansion of the Tiger Pipeline, whereas the same periods in the prior year reflect amounts recorded in connection with the original construction at the Tiger Pipeline.

Impairment of Investment in Affiliate. In conjunction with the transfer of our interest in MEP on May 26, 2010, we recorded a non-cash charge of approximately $52.6 million during the three months ending June 30, 2010 to reduce the carrying value of our interest to its estimated fair value.

Income Tax Expense. The increase in income tax expense between the periods was primarily due to increases in taxable income within our subsidiaries that are taxable corporations, as well as an increase in amounts recorded for the Texas margins tax resulting from increased operating income.

Noncontrolling interest. The increase in noncontrolling interest was related to Regency Energy Partners LP's ("Regency") 30% interest in Lone Star which was included in our consolidated financial information.

Segment Operating Results

We evaluate segment performance based on operating income (either in total or by individual segment), which we believe is an important performance measure of the core profitability of our operations. This measure represents the basis of our internal financial reporting and is one of the performance measures used by senior management in deciding how to allocate capital resources among business segments.

Detailed descriptions of our business and segments are included in our Annual Report on Form 10-K for the year ended December 31, 2010 filed with the SEC on February 28, 2011. In addition, following the acquisition of all of the membership interests in LDH on May 2, 2011, our midstream segment now includes Lone Star's 20% interest in Sea Robin, and we have added an NGL transportation and services segment, which includes all of Lone Star's NGL transportation, storage and fractionation services.

Operating income (loss) by segment is as follows:

	Three Months Ended June 30,			Six Months Ended June 30,		
	2011	2010	Change	2011	2010	Change
Intrastate transportation and storage	$ 135,671	$ 127,818	$ 7,853	$279,745	$262,022	$ 17,723
Interstate transportation	49,798	32,165	17,633	101,928	63,762	38,166
Midstream	67,969	49,865	18,104	117,473	102,197	15,276
NGL transportation and services	27,603	—	27,603	27,603	—	27,603
Retail propane and other retail propane related	(8,708)	(6,436)	(2,272)	111,048	120,338	(9,290)
All other	3,027	6,713	(3,686)	3,688	14,686	(10,998)
Eliminations	(5,429)	(6,944)	1,515	(8,483)	(16,048)	7,565
Selling, general and administrative expenses not allocated to segments	488	(3,997)	4,485	552	(3,435)	3,987
Operating income	$ 270,419	$ 199,184	$71,235	$633,554	$543,522	$ 90,032

Selling, General and Administrative Expenses Not Allocated to Segments. Selling, general and administrative expenses are allocated monthly to the Operating Companies using the Modified Massachusetts Formula Calculation ("MMFC"). The expenses subject to allocation are based on estimated amounts and take into consideration our actual expenses from previous months and known trends. The difference between the allocation and actual costs is adjusted in the following month, which results in over or under allocation of these costs due to timing differences.

Intrastate Transportation and Storage

	Three Months Ended June 30, 2011	Three Months Ended June 30, 2010	Change	Six Months Ended June 30, 2011	Six Months Ended June 30, 2010	Change
Natural gas transported (MMBtu/d)	11,322,195	11,769,582	(447,387)	11,477,624	11,563,460	(85,836)
Revenues	$ 672,494	$ 848,887	$(176,393)	$ 1,444,253	$ 1,715,379	$(271,126)
Cost of products sold	440,570	629,185	(188,615)	973,200	1,270,691	(297,491)
Gross margin	231,924	219,702	12,222	471,053	444,688	26,365
Operating expenses	49,496	47,369	2,127	95,295	89,330	5,965
Depreciation and amortization	29,800	29,152	648	59,437	58,144	1,293
Selling, general and administrative	16,957	15,363	1,594	36,576	35,192	1,384
Segment operating income	$ 135,671	$ 127,818	$ 7,853	$ 279,745	$ 262,022	$ 17,723

Volumes. For the three months ended June 30, 2011 compared to the three months ended June 30, 2010, we experienced a decrease in interruptible volumes due to lower basis differentials primarily between the West and East Texas market hubs. The average spot price difference between these locations was $0.08/MMBtu during the three months ended June 30, 2011 compared to $0.12/MMBtu during the three months ended June 30, 2010.

For the six months ended June 30, 2011 compared to the six months ended June 30, 2010, the increase in volumes transported was principally due to higher volumes under long-term contracts in areas where our assets are located during the first three months of the year, which more than offset the decrease in volumes during the three months ended June 30, 2011 discussed above.

Gross Margin. The components of our intrastate transportation and storage segment gross margin were as follows:

	Three Months Ended June 30, 2011	Three Months Ended June 30, 2010	Change	Six Months Ended June 30, 2011	Six Months Ended June 30, 2010	Change
Transportation fees	$ 157,672	$ 154,754	$ 2,918	$300,338	$295,552	$ 4,786
Natural gas sales and other	18,390	15,950	2,440	63,589	55,960	7,629
Retained fuel revenues	36,680	37,385	(705)	71,662	73,087	(1,425)
Storage margin, including fees	19,182	11,613	7,569	35,464	20,089	15,375
Total gross margin	$ 231,924	$ 219,702	$12,222	$471,053	$444,688	$26,365

For the three months ended June 30, 2011 compared to the three months ended June 30, 2010, intrastate transportation and storage gross margin increased primarily due to the following factors:

- The increase in transportation fees for the three months ending June 30, 2011 was mainly due to an increase in demand fees as a result of contract renewals offset by a decrease in fees recognized as a result of lower interruptible transportation volumes.
- Margin from the sales of natural gas and other increased by $2.4 million during the comparable period primarily due to an increase of $5.5 million from sales of NGLs offset by a $3.5 million decrease in margin from system optimization activities. Excluding storage-related derivatives, we recorded unrealized losses of $16.2 million during the three months ended June 30, 2011 compared to losses of $21.8 million during the three months ended June 30, 2010.
- Retained fuel revenues include gross volumes retained as a fee at the current market price; the cost of consumed fuel is included in operating expenses. For the three months ended June 30, 2011 compared to the same period in the prior year, lower retention volumes due to lower natural gas volumes transported resulted in a decrease in retained fuel revenues.

For the six months ended June 30, 2011 compared to the six months ended June 30, 2010, intrastate transportation and storage gross margin increased primarily due to the following factors:

- The increase in transportation fees for the six months ending June 30, 2011 compared to the six months ended June 30, 2010 was due to increases in volumes and demand fees.

- Margin from the sales of natural gas and other increased by $7.6 million during the comparable period in the prior year primarily due to an increase of $7.4 million from sales of NGLs. Excluding storage derivatives, we recorded unrealized gains of $0.1 million compared to losses of $16.9 million in the six months ended June 30, 2011 and 2010, respectively.
- Retention revenue decreased during the six months ended June 30, 2011 primarily due to lower prices on approximately the same volume of retained natural gas.

From time to time, our marketing affiliate will contract with our intrastate pipelines for long-term and interruptible capacity. Our intrastate and storage segment recorded intercompany transportation fees from our marketing affiliate of $9.1 million and $9.0 million for the three months ended June 30, 2011 and 2010, respectively, and $18.0 million and $19.9 million for the six months ended June 30, 2011 and 2010, respectively.

Storage margin was comprised of the following:

	Three Months Ended June 30,			Six Months Ended June 30,		
	2011	2010	Change	2011	2010	Change
Withdrawals from storage natural gas inventory (MMBtu)	647,373	871,203	(223,830)	15,772,126	27,887,990	(12,115,864)
Margin on physical sales	$ 179	$ 1,274	$ (1,095)	$ 10,691	$ 65,652	$ (54,961)
Fair value adjustments	3,309	6,301	(2,992)	4,831	(62,254)	67,085
Settlements of financial derivatives	(5,199)	1,570	(6,769)	571	(8,929)	9,500
Unrealized gains (losses) on derivatives	12,750	(7,824)	20,574	1,793	5,294	(3,501)
Net impact of natural gas inventory transactions	11,039	1,321	9,718	17,886	(237)	18,123
Revenues from fee-based storage	8,218	10,328	(2,110)	17,819	21,627	(3,808)
Other costs	(75)	(36)	(39)	(241)	(1,301)	1,060
Total storage margin	$ 19,182	$ 11,613	$ 7,569	$ 35,464	$ 20,089	$ 15,375

In addition to fee based contracts, our storage margin is also impacted by the price variance between the carrying amount of our inventory and the locked-in sales price of our financial derivatives. We apply fair value hedge accounting to the natural gas we purchase for storage and adjust the carrying amount of our inventory to the spot price at the end of each period. These inventory fair value adjustments are offset by a portion of the unrealized gains or losses on the related financial derivative. These changes in value occur until the settlement of the derivative or the actual withdrawal of the inventory, when the earnings are realized. The unrealized gains and losses that we recognize represent the change in the spread between the spot price and the forward price. This spread can widen or narrow, thereby creating unrealized losses or gains until ultimately converging when the financial contract settles.

For the three months ended June 30, 2011, storage margin increased by $7.6 million compared to the same period in the prior year primarily driven by having more inventory in our storage facility that was subject to the mark-to-market impact of the spread between the spot price and the forward prices narrowing during the period.

For the six months ended June 30, 2011, storage margin increased by $15.4 million compared to the same period in the prior year primarily due to favorable changes in the spread between the spot price of natural gas compared to the forward price.

Operating Expenses. For the three months ended June 30, 2011, intrastate transportation and storage operating expenses increased $2.1 million compared to the same period in the prior year principally due to an increase in natural gas consumed for compression of $1.7 million and an increase in ad valorem taxes of $1.6 million. These increases were offset by a decrease in maintenance expense of $1.5 million. For the six months ended June 30, 2011, operating expenses increased $6.0 million compared to the same period in the prior year primarily due to an increase in natural gas consumed for compression of $3.9 million and an increase in employee costs of $1.2 million.

Depreciation and Amortization. Intrastate transportation and storage depreciation and amortization expense increased during the three and six months ended June 30, 2011 compared to the prior periods primarily due to the completion of pipeline projects in connection with the continued expansion of our pipeline system.

Selling, General and Administrative. Intrastate transportation and storage selling, general and administrative expenses increased for the three and six months ended June 30, 2011 primarily as a result of an increase in allocated overhead expenses.

Interstate Transportation

	Three Months Ended June 30,			Six Months Ended June 30,		
	2011	2010	Change	2011	2010	Change
Natural gas transported (MMBtu/d)	2,712,947	1,508,739	1,204,208	2,482,807	1,533,194	949,613
Natural gas sold (MMBtu/d)	22,158	24,708	(2,550)	22,868	22,388	480
Revenues	$ 104,850	$ 70,079	$ 34,771	$ 209,951	$ 138,348	$ 71,603
Operating expenses	25,671	20,200	5,471	52,415	36,261	16,154
Depreciation and amortization	19,800	12,762	7,038	39,070	25,213	13,857
Selling, general and administrative	9,581	4,952	4,629	16,538	13,112	3,426
Segment operating income	$ 49,798	$ 32,165	$ 17,633	$ 101,928	$ 63,762	$ 38,166

The interstate transportation segment data presented above does not include our interstate pipeline joint ventures, for which we reflect our proportionate share of income within "Equity in earnings of affiliates" below operating income in our consolidated statement of operations. We recorded equity in earnings related to FEP of $5.2 million and $6.0 million for the three and six months ended June 30, 2011. We recorded equity in earnings related to MEP of $3.4 million and $8.9 million for the three and six months ended June 30, 2010, respectively. As discussed above, we transferred substantially all of our interest in MEP to ETE on May 26, 2010.

Volumes. Transported volumes for our interstate transportation segment increased compared to the same periods in the prior year due to transported volumes of 1,218,744 MMBtu/d and 1,028,354 MMBtu/d for the three and six months ended June 30, 2011, respectively, on the Tiger pipeline, which was placed in service in December 2010. For both the three and six months ended June 30, 2011, the incremental volumes related to the Tiger pipeline were offset by lower volumes on the Transwestern pipeline compared to the same period in the prior year.

Revenues. Interstate transportation revenues increased compared to the same periods in the prior year primarily as a result of $40.2 million and $79.7 million for the three and six months ended June 30, 2011, respectively, related to the Tiger pipeline, which was placed in service in December 2010. The increases for the three and six months ended June 30, 2011 were partially offset by decreased revenue from the Transwestern pipeline as a result of lower transported volumes.

Operating Expenses. Interstate transportation operating expenses increased during the three and six months ended June 30, 2011 compared to the same periods in the prior year primarily due to operating expenses incurred on the Tiger pipeline which was placed in service in December 2010.

Depreciation and Amortization. Interstate transportation depreciation and amortization expense increased compared to the same periods in the prior year primarily due to $7.1 million and $13.7 million in incremental depreciation during the three and six months ended June 30, 2011, respectively, associated with the Tiger pipeline which was placed in service in December 2010.

Selling, General and Administrative. Interstate transportation selling, general and administrative expenses increased during the three and six months ended June 30, 2011 compared to the same periods in the prior year primarily due to increased allocated and employee-related expenses related to the Tiger Pipeline which was placed in service in December 2010.

Midstream

	Three Months Ended June 30, 2011	Three Months Ended June 30, 2010	Change	Six Months Ended June 30, 2011	Six Months Ended June 30, 2010	Change
NGLs produced (Bbls/d)	50,728	51,140	(412)	50,243	49,734	509
Equity NGLs produced (Bbls/d)	17,137	20,693	(3,556)	16,519	19,203	(2,684)
Revenues	$ 620,850	$ 757,794	$(136,944)	$1,272,106	$1,554,565	$(282,459)
Cost of products sold	492,921	662,564	(169,643)	1,041,264	1,362,356	(321,092)
Gross margin	127,929	95,230	32,699	230,842	192,209	38,633
Operating expenses	24,847	19,033	5,814	49,254	36,863	12,391
Depreciation and amortization	26,718	20,282	6,436	51,472	40,617	10,855
Selling, general and administrative	8,395	6,050	2,345	12,643	12,532	111
Segment operating income	$ 67,969	$ 49,865	$ 18,104	$ 117,473	$ 102,197	$ 15,276

Volumes. NGL production decreased during the three months ended June 30, 2011 primarily due to a 6-day shut-down of our La Grange plant facility to help facilitate the construction of our Chisholm processing plant offset by increased inlet volumes at our Godley plant as a result of more production by our customers in the North Texas area in addition to favorable processing conditions. The decrease in equity NGL production was primarily due to a higher concentration of volumes under fee-based contracts during the three months ended June 30, 2011 as compared to the same period last year.

NGL production increased during the six months ended June 30, 2011 primarily due to increased inlet volumes at our Godley plant as a result of more production by our customers in the North Texas area in addition to favorable processing conditions. The decrease in equity NGL production was primarily due to a higher concentration of volumes under fee-based contracts during the six months ended June 30, 2011 as compared to the same period last year.

Gross Margin. The components of our midstream segment gross margin were as follows:

	Three Months Ended June 30, 2011	Three Months Ended June 30, 2010	Change	Six Months Ended June 30, 2011	Six Months Ended June 30, 2010	Change
Gathering and processing fee-based revenues	$ 65,989	$ 55,583	$10,406	$125,596	$109,878	$15,718
Non fee-based contracts and processing	65,427	50,226	15,201	111,797	97,496	14,301
Other	(3,487)	(10,579)	7,092	(6,551)	(15,165)	8,614
Total gross margin	$ 127,929	$ 95,230	$32,699	$230,842	$192,209	$38,633

For the three months ended June 30, 2011, midstream gross margin increased compared to the same period last year due to the following:

- Increased volumes in our North Texas system resulted in increased fee-based revenues of $3.7 million for the three months ended June 30, 2011 as compared with the same period last year. Additionally, increased volumes resulting from our recent acquisitions and other growth capital expenditures located in Louisiana provided an increase in our fee-based margin of $5.8 million for the three months ended June 30, 2011 as compared with the same period last year.
- Our non fee-based gross margins increased $15.2 million primarily due to favorable NGL prices. The composite NGL price increased for the three months ended June 30, 2011 to $1.33 per gallon from $0.98 per gallon. In addition, our recently acquired interest in the Sea Robin processing plant provided $0.9 million of margin during the three months ended June 30, 2011. Lower equity NGL production volumes as discussed above partially offset the increase in NGL prices and Sea Robin activity.
- The increase in other midstream gross margin was related to losses of $6.0 million from marketing activities compared to losses of $10.0 million during the three months ended June 30, 2010 and margin associated with processing where third party processing capacity was utilized of $3.6 million. Other midstream gross margin included unrealized gains on derivatives of $0.7 million during the three months ended June 30, 2011 compared to unrealized losses of $8.7 million during the three months ended June 30, 2010.

For the six months ended June 30, 2011, midstream gross margin increased compared to the same period last year due to the following:

- Increased volumes in our North Texas system resulted in increased fee-based revenues of $6.2 million for the six months ended June 30, 2011 as compared with the same period last year. Additionally, increased volumes resulting from our recent acquisitions and other growth capital expenditures located in Louisiana provided an increase in our fee-based margin of $8.1 million for the six months ended June 30, 2011 as compared with the same period last year.
- Our non fee-based gross margins increased $14.3 million primarily due to favorable NGL prices. The composite NGL price increased for the six months ended June 30, 2011 to $1.27 per gallon from $1.04 per gallon during the six months ended June 30, 2010. In addition, our recently acquired interest in the Sea Robin processing plant provided $0.9 million of margin during the six months ended June 30, 2011. Lower equity NGL production volumes as discussed above partially offset the increase in NGL prices and Sea Robin activity.
- The increase in other midstream gross margin was related to losses of $11.1 million during the six months ended June 30, 2011 from marketing activities compared to losses of $13.3 million during the six months ended June 30, 2010 and an increase in margin associated with processing where third party processing capacity is utilized of $7.2 million as a result of higher NGL prices. Other midstream gross margin included unrealized gains on derivatives of $1.2 million during the six months ended June 30, 2011 compared to unrealized losses of $11.7 million during the six months ended June 30, 2010.

Operating Expenses. For the three months ended June 30, 2011 compared to the three months ended June 30, 2010, midstream operating expenses reflect increases of $3.0 million in ad valorem taxes, $1.0 million in employee expenses, $1.0 million in professional fees and $0.8 million in maintenance and operating costs. For the six months ended June 30, 2011 compared to the six months ended June 30, 2010, midstream operating expenses reflect increases of $4.9 million in ad valorem taxes, $2.6 million in employee expenses, $1.6 million in professional fees and $3.2 million in maintenance and operating costs.

Depreciation and Amortization. Midstream depreciation and amortization expense increased between the periods primarily due to incremental depreciation from the continued expansion of our Louisiana and South Texas assets.

Selling, General and Administrative. Midstream selling, general and administrative expenses increased $2.3 million for the three months ended June 30, 2011 compared to the three months ended June 30, 2010 primarily due to an increase in professional fees.

NGL Transportation and Services

	Three Months Ended June 30,			Six Months Ended June 30,		
	2011	2010	Change	2011	2010	Change
NGL transportation volumes (Bbls/d)	128,127	—	128,127	128,127	—	128,127
NGL fractionation volumes (Bbls/d)	14,806	—	14,806	14,806	—	14,806
Revenues	$ 95,905	$ —	$ 95,905	$ 95,905	$ —	$ 95,905
Cost of products sold	50,337	—	50,337	50,337	—	50,337
Gross margin	45,568	—	45,568	45,568	—	45,568
Operating expenses	6,336	—	6,336	6,336	—	6,336
Depreciation and amortization	6,981	—	6,981	6,981	—	6,981
Selling, general and administrative	4,648	—	4,648	4,648	—	4,648
Segment operating income	$ 27,603	$ —	$ 27,603	$ 27,603	$ —	$ 27,603

We own a controlling interest in Lone Star, which acquired all of the membership interests in LDH on May 2, 2011. Results reflected above represent 100% of those of acquired businesses that are engaged in NGL transportation, storage and fractionation from May 2, 2011 to June 30, 2011.

Gross Margin. The components of our NGL transportation and services segment gross margin were as follows:

	Three Months Ended June 30, 2011	Three Months Ended June 30, 2010	Change	Six Months Ended June 30, 2011	Six Months Ended June 30, 2010	Change
Storage revenues	$ 23,414	$ —	23,414	$ 23,414	$ —	$23,414
Transportation revenues	7,051	—	7,051	7,051	—	7,051
Processing and fractionation revenues	15,874	—	15,874	15,874	—	15,874
Other revenues	(771)	—	(771)	(771)	—	(771)
Total gross margin	$ 45,568	$ —	$45,568	$ 45,568	$ —	$45,568

Retail Propane and Other Retail Propane Related

	Three Months Ended June 30, 2011	Three Months Ended June 30, 2010	Change	Six Months Ended June 30, 2011	Six Months Ended June 30, 2010	Change
Retail propane gallons (in thousands)	84,161	84,973	(812)	288,301	302,584	(14,283)
Retail propane revenues	$ 220,296	$ 197,147	$23,149	$748,762	$730,586	$ 18,176
Other retail propane related revenues	23,677	22,979	698	52,426	50,695	1,731
Retail propane cost of products sold	134,728	110,282	24,446	445,592	415,263	30,329
Other retail propane related cost of products sold	4,744	4,851	(107)	9,300	9,627	(327)
Gross margin	104,501	104,993	(492)	346,296	356,391	(10,095)
Operating expenses	79,680	79,970	(290)	167,865	171,702	(3,837)
Depreciation and amortization	20,408	20,297	111	41,428	40,385	1,043
Selling, general and administrative	13,121	11,162	1,959	25,955	23,966	1,989
Segment operating income	$ (8,708)	$ (6,436)	$ (2,272)	$ 111,048	$120,338	$ (9,290)

Volumes. For the six months ended June 30, 2011, sales volumes were 14.3 million gallons below the same period last year. The combined average temperatures in our operating areas were approximately 3.6% colder than normal as compared to weather which was approximately 4.1% colder than normal during the same period in 2010. The combination of weather patterns along with continued customer conservation negatively impacted our sales volumes for the six months ended June 30, 2011.

Gross Margin. Total gross margin decreased $10.1 million during the six months ended June 30, 2011 compared to the same period last year primarily due to a decrease of $15.0 million in retail fuel margins due to the volume decrease discussed above. The impact of the lower volumes was partially offset by a $3.1 million favorable impact between periods attributable to mark-to-market adjustments for our financial instruments used in our commodity price risk management activities and a $2.1 million increase in other retail propane related gross profit.

Operating Expenses. Operating expenses were lower for the three months ended June 30, 2011 compared to the same period last year primarily due to decreases of $0.8 million in performance-based bonus accruals, $1.0 million in net business insurance reserves and claims and $2.0 million in other general operating expenses. These decreases were partially offset by increases in employee wages and benefits of $1.8 million and increases of $1.7 million in our vehicle fuel expenses due to the increase in fuel costs between periods.

Operating expenses were lower for the six months ended June 30, 2011 compared to the same period last year primarily due to decreases of $4.8 million in performance-based bonus accruals and $3.5 million in other general operating expenses. These decreases were partially offset by increases in employee wages and benefits of $2.1 million and increases of $2.9 million in our vehicle fuel expenses due to the increase in fuel costs between periods.

Depreciation and Amortization Expense. The increase in depreciation and amortization expense during the six months ended June 30, 2011 compared to the same period last year was primarily due to increased depreciation expense related to assets placed in service and acquisitions.

Selling, General and Administrative Expenses. The increase in selling, general and administrative expenses was due to increases in allocated overhead expenses of $1.5 million and $0.7 million for the three and six month periods, respectively. Other selling, general, and administrative expenses also increased $1.3 million and $2.0 million for the three and six month periods, respectively, mainly due to an increase in employee wages and benefits and expenses related to debt agreement amendments. These increases were partially offset by a decrease in non-cash unit-based compensation expense of $0.8 million and $0.7 million for the three and six month periods, respectively, primarily due to forfeited unit awards during the current year.

Liquidity and Capital Resources

Our ability to satisfy our obligations and pay distributions to our Unitholders will depend on our future performance, which will be subject to prevailing economic, financial, business and weather conditions, and other factors, many of which are beyond management's control.

We currently believe that our business has the following future capital requirements:

- growth capital expenditures for our midstream and intrastate transportation and storage segments, primarily for the construction of new pipelines and compression, for which we expect to spend between $450 million and $500 million for the remainder of 2011;
- growth capital expenditures for our interstate transportation segment, excluding capital contributions to our joint ventures as discussed below, for the construction of new pipelines for which we expect to spend between $70 million and $90 million for the remainder of 2011;
- growth capital expenditures for our NGL transportation and services segment of between $100 million and $150 million for the remainder of 2011;
- growth capital expenditures for our retail propane segment of between $10 million and $20 million for the remainder of 2011; and
- maintenance capital expenditures of between $60 million and $70 million for the remainder of 2011, which include (i) capital expenditures for our intrastate operations for pipeline integrity and for connecting additional wells to our intrastate natural gas systems in order to maintain or increase throughput on existing assets; (ii) capital expenditures for our interstate operations, primarily for pipeline integrity; (iii) capital expenditures related to NGL transportation and services, including amounts expected to be funded by our joint venture partner related to its 30% interest in Lone Star; and (iv) capital expenditures for our propane operations to extend the useful lives of our existing propane assets in order to sustain our operations, including vehicle replacements on our propane vehicle fleet.

In addition to the capital expenditures noted above, we expect to make capital contributions to our unconsolidated joint ventures of between $190 million and $210 million for the remainder of 2011.

As discussed in Note 3 to our unaudited financial statements included in this report, we entered into the Amended Citrus Merger Agreement on July 19, 2011. We expect to fund substantially all of the cash portion of the purchase price initially through the issuance of debt and borrowing from the ETP Credit Facility. In turn, ETE will use these proceeds to repay a substantial portion of the acquisition financing incurred by ETE to fund the cash consideration to be paid to SUG shareholders. ETP also intends to issue sufficient additional equity to maintain its investment grade credit rating and to use the proceeds from such equity issuances to repay other indebtedness and fund capital expenditures. In addition, we may enter into other acquisitions, including the potential acquisition of new pipeline systems and propane operations.

We generally fund our capital requirements with cash flows from operating activities and, to the extent that they exceed cash flows from operating activities, with proceeds of borrowings under existing credit facilities, long-term debt, the issuance of additional Common Units or a combination thereof.

We raised $695.5 million in net proceeds from our Common Unit offering in April 2011 and $1.9 million in net proceeds from the issuance of 41,139 Common Units in connection with our distribution reinvestment plan (“DRIP”) in May 2011. In addition, we raised $72.9 million in net proceeds during the six months ended June 30, 2011 under our equity distribution program, as described in Note 10 to our consolidated financial statements. As of June 30, 2011, in addition to $130.9 million of cash on hand, we had available capacity under the ETP Credit Facility of $1.81 billion. Based on our current estimates, we expect to utilize capacity under the ETP Credit Facility, along with cash from operations, to fund our announced growth capital expenditures and working capital needs through the end of 2011; however, we may issue debt or equity securities prior to that time as we deem prudent to provide liquidity for new capital projects, to maintain investment grade credit metrics or other partnership purposes.

Cash Flows

Our internally generated cash flows may change in the future due to a number of factors, some of which we cannot control. These include regulatory changes, the price for our products and services, the demand for such products and services, margin requirements resulting from significant changes in commodity prices, operational risks, the successful integration of our acquisitions and other factors.

Operating Activities

Changes in cash flows from operating activities between periods primarily result from changes in earnings (as discussed in “Results of Operations” above), excluding the impacts of non-cash items and changes in operating assets and liabilities. Non-cash items include recurring non-cash expenses, such as depreciation and amortization expense and non-cash compensation expense. The increase in depreciation and amortization expense during the periods presented primarily resulted from construction and acquisitions of assets, while changes in non-cash unit-based compensation expense result from changes in the number of units granted and changes in the grant date fair value estimated for such grants. Cash flows from operating activities also differ from earnings as a result of non-cash charges that may not be recurring such as impairment charges and allowance for equity funds used during construction. The allowance for equity funds used during construction increases in periods when we have a significant amount of interstate pipeline construction in progress. Changes in operating assets and liabilities between periods result from factors such as the changes in the value of price risk management assets and liabilities, timing of accounts receivable collection, payments on accounts payable, the timing of purchase and sales of propane and natural gas inventories, and the timing of advances and deposits received from customers.

Six months ended June 30, 2011 compared to six months ended June 30, 2010. Cash provided by operating activities during 2011 was $639.4 million as compared to $884.0 million for 2010 and net income was $403.8 million and $283.0 million for 2011 and 2010, respectively. The difference between net income and cash provided by operating activities for the six months ended June 30, 2011 and 2010 primarily consisted of non-cash items totaling $229.9 million and $250.9 million, respectively, and changes in operating assets and liabilities of $7.5 million and $332.0 million, respectively.

The non-cash activity in 2011 and 2010 consisted primarily of depreciation and amortization of $200.9 million and $167.2 million, respectively. In addition, non-cash compensation expense was $20.8 million and $15.2 million for 2011 and 2010, respectively.

Cash paid for interest, net of interest capitalized, was $216.1 million and $216.0 million for the six months ended June 30, 2011 and 2010, respectively.

Investing Activities

Cash flows from investing activities primarily consist of cash amounts paid in acquisitions, capital expenditures, and cash contributions to our joint ventures. Changes in capital expenditures between periods primarily result from increases or decreases in our growth capital expenditures to fund our construction and expansion projects.

Six months ended June 30, 2011 compared to six months ended June 30, 2010. Cash used in investing activities during 2011 was $2.58 billion as compared to $750.4 million for 2010. Total capital expenditures (excluding the allowance for equity funds used during construction) for 2011 were $621.9 million, including changes in accruals of $5.6 million. This compares to total capital expenditures (excluding the allowance for equity funds used during construction) for 2010 of $608.5 million, including changes in accruals of $36.3 million. In addition, in 2011 we paid cash for acquisitions of $1.95 billion, primarily for the acquisition of LDH (the “LDH Acquisition”), and made advances to our joint ventures of $22.7 million. We paid cash for acquisitions of $153.4 million and made advances to our joint ventures of $5.6 million during 2010.

Growth capital expenditures for 2011, before changes in accruals, were $433.6 million for our midstream, intrastate transportation and storage and NGL segments, $117.7 million for our interstate transportation segment, and $16.0 million for our retail propane and all other segments. We also incurred $49.1 million in maintenance capital expenditures, of which $29.6 million related to our midstream, intrastate transportation and storage and NGL segments, $9.4 million related to our interstate transportation segment and $10.1 million related to our retail propane and all other segments.

Growth capital expenditures for 2010, before changes in accruals, were $171.6 million for our midstream and intrastate transportation and storage segments, $413.6 million for our interstate transportation segment, and $15.7 million for our retail propane and all other segments. We also incurred $43.9 million in maintenance capital expenditures, of which $15.6 million related to our midstream and intrastate transportation and storage segments, $11.7 million related to our interstate transportation segment and $16.6 million related to our retail propane and all other segments.

Financing Activities

Changes in cash flows from financing activities between periods primarily result from changes in the levels of borrowings and equity issuances, which are primarily used to fund our acquisitions and growth capital expenditures. Distributions to partners increased between the periods as a result of increases in the number of Common Units outstanding.

Six months ended June 30, 2011 compared to six months ended June 30, 2010. Cash provided by financing activities during 2011 was $2.02 billion as compared to cash used in financing activities of $123.0 million for 2010. In 2011, we received $770.2 million in net proceeds from Common Unit offerings, including $72.9 million under our equity distribution program (see Note 10 to our consolidated financial statements) as compared to net proceeds from Common Unit offerings of $574.5 million in 2010, which included $151.0 million under our equity distribution program. Net proceeds from the offerings were used to repay outstanding borrowings under the ETP Credit Facility, to fund capital expenditures, to fund capital contributions to joint ventures, as well as for general partnership purposes. During 2011, we had a net increase in our debt level of $1.24 billion as compared to a net decrease of $144.5 million for 2010, primarily due to our issuance of $1.50 billion principal amount of senior notes in May 2011 to partially fund the LDH acquisition. In connection with the issuance of senior notes in May 2011, we incurred debt issuance costs of $12.3 million. We paid distributions of $568.6 million to our partners in 2011 as compared to $538.6 million in 2010. In addition, we received a capital contribution of $591.7 million from Regency for its noncontrolling interest in LDH as compared to no contributions received in 2010.

Description of Indebtedness

Our outstanding consolidated indebtedness was as follows:

	June 30, 2011	December 31, 2010
ETP Senior Notes	$6,550,000	$5,050,000
Transwestern Senior Unsecured Notes	870,000	870,000
HOLP Senior Secured Notes	90,400	103,127
Revolving credit facilities	143,968	402,327
Other long-term debt	8,278	9,541
Unamortized discounts	(15,984)	(12,074)
Fair value adjustments related to interest rate swaps	14,454	17,260
Total debt	$7,661,116	$6,440,181

The terms of our consolidated indebtedness are described in more detail in our Annual Report on Form 10-K for the year ended December 31, 2010, filed with the SEC on February 28, 2011 and in Note 9 to our consolidated financial statements.

The $6.55 billion of aggregate principal amount of ETP Senior Notes includes $600 million of principal amount of 9.7% Senior Notes due March 15, 2019. The holders of those notes will have the right to require us to repurchase all or a portion of the notes on March 15, 2012 at a purchase price of equal to 100% of the principal amount (par value) of the notes tendered. The current market value of the notes is significantly in excess of the principal amount, making a repurchase at par value uneconomic by the holder. However, if such a repurchase were to occur, we would intend to refinance any amounts paid on a long-term basis.

Revolving Credit Facility

The ETP Credit Facility provides for $2.0 billion of revolving credit capacity that is expandable to $3.0 billion (subject to obtaining the approval of the administrative agent and securing lender commitments for the increased borrowing capacity). The ETP Credit Facility matures on July 20, 2012, unless we elect the option of one-year extensions (subject to the approval of each such extension by the lenders holding a majority of the aggregate lending commitments). Amounts borrowed under the ETP Credit Facility bear interest, at our option, at a Eurodollar rate plus an applicable margin or a base rate. The base rate used to calculate interest on base rate loans will be calculated using the greater of a prime rate or a federal funds effective rate plus 0.50%. The applicable margin for Eurodollar loans ranges from 0.30% to 0.70% based upon ETP's credit rating and is currently 0.55% (0.60% if facility usage exceeds 50%). The commitment fee payable on the unused portion of the ETP Credit Facility varies based on our credit rating with a maximum fee of 0.125%. The fee is 0.11% based on our current rating.

As of June 30, 2011, we had a balance of $144.0 million outstanding under the under the ETP Credit Facility. Taking into account letters of credit of $42.9 million, the amount available under the ETP Credit Facility was $1.81 billion. The weighted average interest rate on the total amount outstanding at June 30, 2011 was 0.76%.

In May 2011, we completed a public offering of $800 million aggregate principal amount of 4.65% Senior Notes due June 1, 2021 and $700 million aggregate principal amount of 6.05% Senior Notes due June 1, 2041. We used net proceeds of approximately $1.48 billion to repay all of the borrowings outstanding under our revolving credit facility, to fund capital expenditures related to pipeline construction projects and for general partnership purposes.

FEP Guarantee

On November 13, 2009, FEP entered into a credit agreement that provided for a $1.1 billion senior revolving credit facility (the "FEP Facility"). We guaranteed 50% of the obligations of FEP under the FEP Facility, with the remainder of FEP Facility obligations guaranteed by Kinder Morgan Energy Partners, L.P. ("KMP"). Amounts borrowed under the FEP Facility bear interest at a rate based on either a Eurodollar rate or a prime rate.

As of June 30, 2011, FEP had $968.5 million of outstanding borrowings issued under the FEP Facility. Our contingent obligation with respect to our guaranteed portion of FEP's outstanding borrowings was $484.3 million, which is not reflected on our consolidated balance sheets as of June 30, 2011. The weighted average interest rate on the total amount outstanding as of June 30, 2011 was 3.09%.

In July 2011, the FEP Facility was repaid with capital contributions from ETP and KMP totaling $390 million along with proceeds from a $600 million term loan credit facility maturing in July 2012 (which can be extended for one year at the option of FEP). Upon closing and funding of the term loan facility, the FEP facility was terminated. FEP also entered into a $50 million revolving credit facility maturing in July 2015. We do not guarantee FEP's indebtedness under its term loan or new credit facility.

Covenants Related to Our Credit Agreements

We were in compliance with all requirements, tests, limitations, and covenants related to our credit agreements at June 30, 2011.

Cash Distributions

Under our Partnership Agreement, we will distribute to our partners within 45 days after the end of each calendar quarter, an amount equal to all of our Available Cash, as defined, for such quarter. Available Cash generally means, with respect to any quarter of the Partnership, all cash on hand at the end of such quarter less the amount of cash reserves established by the General Partner in its reasonable discretion that is necessary or appropriate to provide for future cash requirements. Our commitment to our Unitholders is to distribute the increase in our cash flow while maintaining prudent reserves for our operations.

Following are distributions declared and/or paid by us subsequent to December 31, 2010:

Quarter Ended	Record Date	Payment Date	Rate
December 31, 2010	February 7, 2011	February 14, 2011	$0.89375
March 31, 2011	May 6, 2011	May 16, 2011	0.89375
June 30, 2011	August 5, 2011	August 15, 2011	0.89375

The total amounts of distributions declared during the six months ended June 30, 2011 and 2010 were as follows (all from Available Cash from our operating surplus and are shown in the period with respect to which they relate):

	Six Months Ended June 30,	
	2011	2010
Limited Partners:		
Common Units	$372,970	$332,371
Class E Units	6,242	6,242
General Partner interest	9,792	9,754
Incentive Distribution Rights	206,540	184,751
Total distributions declared	$595,544	$533,118

Critical Accounting Policies

Disclosure of our critical accounting policies is included in our Annual Report on Form 10-K for the year ended December 31, 2010.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

The information contained in Item 3 updates, and should be read in conjunction with, information set forth in Part II, Item 7A in our Annual Report on Form 10-K for the year ended December 31, 2010, in addition to the interim unaudited consolidated financial statements, accompanying notes and management's discussion and analysis of financial condition and results of operations presented in Items 1 and 2 of this Quarterly Report on Form 10-Q. Our quantitative and qualitative disclosures about market risk are consistent with those discussed in our Annual Report on Form 10-K for the year ended December 31, 2010. Since December 31, 2010, there have been no material changes to our primary market risk exposures or how those exposures are managed.

The United States Congress recently adopted the Dodd-Frank Wall Street Reform and Consumer Protection Act (HR 4173), which, among other provisions, establishes federal oversight and regulation of the over-the-counter derivatives market and entities that participate in that market. The new legislation was signed into law by the President on July 21, 2010 and requires the Commodities Futures Trading Commission (the "CFTC") and the SEC to promulgate rules and regulations implementing the new legislation within 360 days from the date of enactment. The CFTC has also proposed regulations to set position limits for certain futures and option contracts in the major energy markets, although it is not possible at this time to predict whether or when the CFTC will adopt those rules or include comparable provisions in its rulemaking under the new legislation. The financial reform legislation may also require us to comply with margin requirements and with certain clearing and trade-execution requirements in connection with our derivative activities, although the application of those provisions to us is uncertain at this time. The financial reform legislation may also require the counterparties to our derivative instruments to spin off some of their derivatives activities to a separate entity, which may not be as creditworthy as the current counterparty. The new legislation and any new regulations could significantly increase the cost of derivative contracts (including through requirements to post collateral, which could adversely affect our available liquidity), materially alter the terms of derivative contracts, reduce the availability of derivatives to protect against risks we encounter, reduce our ability to monetize or restructure our existing derivative contracts, and increase our exposure to less creditworthy counterparties. If we reduce our use of derivatives as a result of legislation and regulations, our results of operations may become more volatile and our cash flows may be less predictable.

Commodity Price Risk

The table below summarizes our commodity-related financial derivative instruments and fair values as of June 30, 2011 and December 31, 2010, as well as the effect of an assumed hypothetical 10% change in the underlying price of the commodity. Notional volumes are presented in MMBtu for natural gas and gallons for propane. Dollar amounts are presented in thousands.

	June 30, 2011			December 31, 2010		
	Notional Volume	Fair Value Asset (Liability)	Effect of Hypothetical 10% Change	Notional Volume	Fair Value Asset (Liability)	Effect of Hypothetical 10% Change
Mark-to-Market Derivatives						
Natural Gas:						
Basis Swaps IFERC/NYMEX	(26,145,000)	$ 3,625	$ 93	(38,897,500)	$ (2,334)	$ 304
Swing Swaps IFERC	(144,420,000)	(2,782)	30	(19,720,000)	(2,086)	2,228
Fixed Swaps/Futures	6,695,000	(10,360)	3,394	(2,570,000)	(11,488)	1,176
Options – Calls	—	—	—	(3,000,000)	62	7
Propane:						
Forwards/Swaps	—	—	—	1,974,000	275	258
Fair Value Hedging Derivatives						
Natural Gas:						
Basis Swaps IFERC/NYMEX	(26,040,000)	(1,045)	109	(28,050,000)	722	322
Fixed Swaps/Futures	(38,285,000)	11,002	18,283	(39,105,000)	8,599	16,837
Cash Flow Hedging Derivatives						
Natural Gas:						
Fixed Swaps/Futures	920,000	(50)	413	(210,000)	232	93
Options – Puts	15,180,000	6,860	4,967	26,760,000	10,545	7,125
Options – Calls	(15,180,000)	3,545	515	(26,760,000)	4,812	1,565
Propane:						
Forwards/Swaps	14,700,000	276	2,181	32,466,000	6,589	4,196

The fair values of the commodity-related financial positions have been determined using independent third party prices, readily available market information and appropriate valuation techniques. Non-trading positions offset physical exposures to the cash market; none of these offsetting physical exposures are included in the above tables. Price-risk sensitivities were calculated by assuming a theoretical 10% change (increase or decrease) in price regardless of term or historical relationships between the contractual price of the instruments and the underlying commodity price. Results are presented in absolute terms and represent a potential gain or loss in net income or in other comprehensive income. In the event of an actual 10% change in prompt month natural gas prices, the fair value of our total derivative portfolio may not change by 10% due to factors such as when the financial instrument settles and the location to which the financial instrument is tied (i.e., basis swaps) and the relationship between prompt month and forward months.

Interest Rate Risk

As of June 30, 2011, we had $144.0 million of variable rate debt outstanding. A hypothetical change of 100 basis points would result in a change to interest expense of $1.4 million annually. We manage a portion of our interest rate exposure by utilizing interest rate swaps and similar arrangements. To the extent that we have debt with variable interest rates that is not hedged, our results of operations, cash flows and financial condition could be adversely affected by increases in interest rates. We had the following interest rate swaps outstanding as of June 30, 2011 and December 31, 2010 (dollars in thousands), none of which are designated as hedges for accounting purposes:

		Notional Amount Outstanding	
Term	Type [1]	June 30, 2011	December 31, 2010
August 2012 [2]	Forward starting to pay a fixed rate of 3.64% and receive a floating rate	$ 400,000	$ 400,000
July 2013 [3]	Forward starting to pay a fixed rate of 4.13% and receive a floating rate	200,000	—
July 2018	Pay a floating rate plus a spread and receive a fixed rate of 6.70%	500,000	500,000

(1) Floating rates are based on LIBOR.

(2) These forward starting swaps have an effective date of August 2012 and a term of 10 years; however, the swaps have a mandatory termination provision and will be settled in August 2012.

(3) These forward starting swaps have an effective date of July 2013 and a term of 10 years; however, the swaps have a mandatory termination provision and will be settled in July 2013.

A hypothetical change of 100 basis points in interest rates for these interest rate swaps would result in a net change in the fair value of interest rate derivatives and earnings of approximately $19.3 million as of June 30, 2011 and $0.3 million as of December 31, 2010. For the $500 million of interest rate swaps whereby we pay a floating rate and receive a fixed rate, a hypothetical change of 100 basis points in interest rates would result in a net change in annual cash flows of $5.0 million. For the forward-starting interest rate swaps, a hypothetical change of 100 basis points in interest rates would not affect cash flows until the swaps are settled.

We periodically enter into interest rate swaptions when our targeted benchmark interest rates for anticipated debt issuances are not attainable at the time in the interest rate swap market. Swaptions enable counterparties to exercise options to enter into interest rate swaps with us in exchange for premiums. As of June 30, 2011, we had no swaptions outstanding.

Credit Risk

We maintain credit policies with regard to our counterparties that we believe minimize our overall credit risk. These policies include an evaluation of potential counterparties' financial condition (including credit ratings), collateral requirements under certain circumstances and the use of standardized agreements, which allow for netting of positive and negative exposure associated with a single counterparty.

Our counterparties consist primarily of petrochemical companies and other industrials, mid-size to major oil and gas companies and power companies. This concentration of counterparties may impact our overall exposure to credit risk, either positively or negatively in that the counterparties may be similarly affected by changes in economic, regulatory or other conditions. Currently, management does not anticipate a material adverse effect on financial position or results of operations as a result of counterparty performance.

For financial instruments, failure of a counterparty to perform on a contract could result in our inability to realize amounts that have been recorded on our consolidated balance sheet and recognized in net income or other comprehensive income.

ITEM 4. CONTROLS AND PROCEDURES

Evaluation of Disclosure Controls and Procedures

We have established disclosure controls and procedures to ensure that information required to be disclosed by us, including our consolidated entities, in the reports that we file or submit under the Securities Exchange Act of 1934 ("Exchange Act") is recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms.

Under the supervision and with the participation of senior management, including the Chief Executive Officer ("Principal Executive Officer") and the Chief Financial Officer ("Principal Financial Officer") of our General Partner, we evaluated our disclosure controls and procedures, as such term is defined under Rule 13a–15(e) promulgated under the Exchange Act. Based on this evaluation, the Principal Executive Officer and the Principal Financial Officer of our General Partner concluded that our disclosure controls and procedures were effective as of June 30, 2011 to ensure that information required to be disclosed by us in the reports we file or submit under the Exchange Act (1) is recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms, and (2) is accumulated and communicated to management, including the Principal Executive Officer and Principal Financial Officer of our General Partner, to allow timely decisions regarding required disclosure.

Changes in Internal Control over Financial Reporting

We closed the LDH Acquisition on May 2, 2011 and have begun the evaluation of the internal control structure of LDH. In recording the LDH Acquisition, we followed our normal accounting procedures and internal controls. Our management also reviewed the operations of Lone Star that were included in our earnings for the three and six months ended June 30, 2011.

There have been no changes in our internal controls over financial reporting (as defined in Rule 13(a)-15(f) or Rule 15d-15(f) of the Exchange Act) during the three months ended June 30, 2011 that have materially affected, or are reasonably likely to materially affect, our internal controls over financial reporting.

PART II — OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS

For information regarding legal proceedings, see our Form 10-K for the year ended December 31, 2010 and Note 13 – Regulatory Matters, Commitments, Contingencies and Environmental Liabilities of the Notes to Consolidated Financial Statements of Energy Transfer Partners, L.P. and Subsidiaries included in this Quarterly Report on Form 10-Q for the quarter ended June 30, 2011.

ITEM 1A. RISK FACTORS

Our recently announced Citrus Transaction presents several risks. Many of those risks are similar to the risks associated with our existing businesses, as we have previously disclosed. However, certain of those risks represent new risks related to our business or existing risks that have become more significant. The following risk factors should be read in conjunction with our risk factors described in Part I, Item 1A of our Annual Report on Form 10-K for the year ended December 31, 2010 and our Quarterly Report on Form 10-Q for the quarter ended March 31, 2011.

Risks Related to the Proposed Citrus Transaction

Our acquisition of the 50% interest in Citrus is subject to the satisfaction of certain conditions to closing, one of which is the completion of the merger of SUG and a subsidiary of ETE.

Our acquisition of the 50% interest in Citrus currently owned by SUG is subject to the satisfaction of certain conditions to closing, including the absence of a material adverse change to the business or results of operations of Citrus subsequent to January 1, 2012, the receipt of necessary governmental approvals and the completion of the merger of SUG and a wholly-owned subsidiary of ETE. The completion of the merger of SUG and the subsidiary of ETE is subject to the approval of the SUG stockholders, the absence of a material adverse change to the business or results of operation of ETE and SUG, the receipt of necessary regulatory approvals and the satisfaction or waiver of other conditions specified in the merger agreement related to the SUG transaction. Another party has expressed public interest in completing a transaction with SUG similar to the SUG Merger and may be prepared to pay consideration to the stockholders of SUG in an amount greater than ETE is willing to pay, which could delay or prevent the stockholders of SUG from approving the SUG Merger. In the event those conditions to closing are not satisfied or waived, we would not complete the acquisition of the 50% interest in Citrus currently owned by SUG.

Any acquisition we complete, including the Citrus Transaction, is subject to substantial risks that could adversely affect our financial condition and results of operations and reduce our ability to make distributions to unitholders.

Any acquisition we complete, including the proposed Citrus Transaction, involves potential risks, including, among other things:

- the validity of our assumptions about revenues, capital expenditures and operating costs of the acquired business or assets, as well as assumptions about achieving synergies with our existing businesses;
- a significant increase in our interest expense and financial leverage resulting from any additional debt incurred to finance the acquisition consideration, which could offset the expected accretion to our unitholders from such acquisition and could be exacerbated by volatility in the credit or debt capital markets;
- a failure to realize anticipated benefits, such as increased distributable cash flow per unit, enhanced competitive position or new customer relationships;
- a decrease in our liquidity by using a significant portion of our available cash or borrowing capacity to finance the acquisition;
- difficulties operating in new geographic areas or new lines of business;
- the incurrence or assumption of unanticipated liabilities, losses or costs associated with the business or assets acquired for which we are not indemnified or for which the indemnity is inadequate;
- the inability to hire, train or retrain qualified personnel to manage and operate our growing business and assets, including any newly acquired business or assets;
- the diversion of management's attention from our existing businesses; and

- the incurrence of other significant charges, such as impairment of goodwill or other intangible assets, asset devaluation or restructuring charges.

If we consummate future acquisitions, our capitalization and results of operations may change significantly. As we determine the application of our funds and other resources, unitholders will not have an opportunity to evaluate the economics, financial and other relevant information that we will consider.

Also, our reviews of businesses or assets proposed to be acquired are inherently incomplete because it generally is not feasible to perform an in-depth review of businesses and assets involved in each acquisition given time constraints imposed by sellers. Even a detailed review of assets and businesses may not necessarily reveal existing or potential problems, nor will it permit a buyer to become sufficiently familiar with the assets or businesses to fully assess their deficiencies and potential. Inspections may not always be performed on every asset, and environmental problems are not necessarily observable even when an inspection is undertaken.

The completion of the Citrus Transaction will require us to obtain debt or equity financing, or a combination thereof, which may not be available to us on acceptable terms, or at all.

The Amended Citrus Merger Agreement requires that we pay $1.895 billion to ETE as cash consideration for the interest in Citrus. We plan to fund this cash payment initially with borrowings under our revolving credit facility, the issuance of debt securities in the public or private markets or a combination thereof. The incurrence of this additional indebtedness will increase our overall level of debt and adversely affect our ratios of total indebtedness to EBITDA and EBITDA to interest expense, both on a current basis and a pro forma basis taking into account our acquisition of the 50% interest in Citrus. We also intend to issue additional common units prior to the closing of the acquisition of the 50% interest in Citrus, the proceeds of which we expect would be used to repay other indebtedness. We cannot be certain that we will be able to issue our debt or equity securities on terms satisfactory to us, or at all. If we are unable to finance the cash portion of the consideration for the Citrus Transaction with borrowings under our revolving credit facility or through the issuance of debt securities in the public or private markets, we could be required to seek alternative financing, the terms of which may not be attractive to us, or we may be unable to fulfill our obligations under the Amended Citrus Merger Agreement.

Pending litigation against ETE and Southern Union could result in an injunction preventing completion of the SUG Merger, thereby preventing completion of the Citrus Transaction.

In connection with the SUG Merger, purported stockholders of Southern Union have filed several stockholder class action lawsuits against ETE, Southern Union, and the Southern Union Board in the District Courts of Harris County, Texas and in the Delaware Courts of Chancery. Among other remedies, the plaintiffs seek to enjoin the SUG Merger. If a final settlement is not reached, or if a dismissal is not obtained, these lawsuits could prevent or delay completion of the SUG Merger, which in turn could prevent or delay the completion of the Citrus Transaction. Additional lawsuits may be filed against ETE and/or Southern Union related to the SUG Merger.

Recently proposed rules regulating air emissions from oil and natural gas operations could cause us to incur increased capital expenditures and operating costs, which may be significant.

On July 28, 2011, the U.S. Environmental Protection Agency ("EPA") proposed rules that would establish new air emission controls for oil and natural gas production and natural gas processing operations. Specifically, EPA's proposed rule package includes New Source Performance Standards ("NSPS") to address emissions of sulfur dioxide and volatile organic compounds ("VOCs"), and a separate set of emission standards to address hazardous air pollutants frequently associated with oil and natural gas production and processing activities. The EPA's proposal would require the reduction of VOC emissions from oil and natural gas production facilities by mandating the use of "green completions" for hydraulic fracturing, which requires the operator to recover rather than vent the gas and natural gas liquids that come to the surface during completion of the fracturing process. The proposed rules also would establish specific requirements regarding emissions from compressors, dehydrators, storage tanks and other production equipment. In addition, the rules would establish new leak detection requirements for natural gas processing plants. The EPA will receive public comment and hold hearings regarding the proposed rules and must take final action on them by February 28, 2012. If finalized, these rules could require a number of modifications to our operations including the installation of new equipment. Compliance with such rules could result in significant costs, including increased capital expenditures and operating costs, which may adversely impact our business.

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ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

None.

ITEM 3. DEFAULTS UPON SENIOR SECURITIES

Not applicable.

ITEM 5. OTHER INFORMATION

None.

ITEM 6. EXHIBITS

(a) Exhibits

The exhibits listed on the following Exhibit Index are filed as part of this Report. Exhibits required by Item 601 of Regulation S-K, but which are not listed below, are not applicable.

	Exhibit Number	Description
(8)	2.1	Redemption and Exchange Agreement, dated May 10, 2010, by and among Energy Transfer Partners, L.P. and Energy Transfer Equity, L.P.
(11)	2.2	Purchase Agreement, dated March 22, 2011, among ETP-Regency Midstream Holdings, LLC, LDH Energy Asset Holdings LLC and Louis Dreyfus Highbridge Energy LLC, Energy Transfer Partners, L.P. and Regency Energy Partners LP.
(1)	3.1	Second Amended and Restated Agreement of Limited Partnership of Energy Transfer Partners, L.P. (formerly named Heritage Propane Partners, L.P.) dated as of July 28, 2009.
(2)	3.2	Amended and Restated Agreement of Limited Partnership of Heritage Operating, L.P.
(3)	3.2.1	Amendment No. 1 to Amended and Restated Agreement of Limited Partnership of Heritage Operating, L.P.
(4)	3.2.2	Amendment No. 2 to Amended and Restated Agreement of Limited Partnership of Heritage Operating, L.P.
(6)	3.2.3	Amendment No. 3 to Amended and Restated Agreement of Limited Partnership of Heritage Operating, L.P.
(6)	3.3	Amended Certificate of Limited Partnership of Energy Transfer Partners, L.P.
(5)	3.4	Amended Certificate of Limited Partnership of Heritage Operating, L.P.
(7)	3.5	Third Amended and Restated Agreement of Limited Partnership of Energy Transfer Partners GP, L.P.
(10)	3.6	Fourth Amended and Restated Limited Liability Company Agreement of Energy Transfer Partners, L.L.C.
(9)	3.13	Certificate of Formation of Energy Transfer Partners, L.L.C.
(9)	3.13.1	Certificate of Amendment of Energy Transfer Partners, L.L.C.
(9)	3.14	Restated Certificate of Limited Partnership of Energy Transfer Partners GP, L.P.
(16)	4.1	Ninth Supplemental Indenture, dated as of May 12, 2011, to the Indenture dated January 18, 2005, by and between Energy Transfer Partners, L.P. and U.S. Bank National Association (as successor to Wachovia Bank, National Association), as trustee.
(15)	10.1	Seventh Amendment Agreement dated as of February 22, 2011, to June 25, 1996 Note Purchase Agreement, November 19, 1997 Note Purchase Agreement and August 10, 2000 Note Purchase Agreement.

	Exhibit Number	Description
(12)	10.2	Guarantee, dated as of March 22, 2011, by Energy Transfer Partners, L.P. in favor of Louis Dreyfus Highbridge Energy LLC.
(13)	10.3	Assumption, Contribution and Indemnification Agreement, dated as of March 22, 2011, by and between Energy Transfer Partners, L.P. and Regency Energy Partners LP.
(14)	10.4	Amended and Restated Limited Liability Company Agreement of ETP-Regency Holdings, LLC, dated May 2, 2011
(*)	10.5	Amended and Restated Energy Transfer Partners, L.P. Midstream Bonus Plan dated April 18, 2011
(*)	31.1	Certification of Chief Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
(*)	31.2	Certification of Chief Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
(**)	32.1	Certification of Chief Executive Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
(**)	32.2	Certification of Chief Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
(*)	99.1	Statement of Policies Relating to Potential Conflicts Among Energy Transfer Partners, L.P., Energy Transfer Equity, L.P. and Regency Energy Partners LP, dated as of April 26, 2011
(*)	101	Interactive data files pursuant to Rule 405 of Regulation S-T: (i) our Consolidated Balance Sheets as of June 30, 2011 and December 31, 2010; (ii) our Consolidated Statements of Operations for the three and six months ended June 30, 2011 and 2010; (iii) our Consolidated Statements of Comprehensive Income for the three and six months ended June 30, 2011 and 2010; (iv) our Consolidated Statement of Partners' Capital for the six months ended June 30, 2011; (v) our Consolidated Statements of Cash Flows for the six months ended June 30, 2011 and 2010; and (vi) the notes to our Consolidated Financial Statements.

* Filed herewith.
** Furnished herewith.
(1) Incorporated by reference to the same numbered Exhibit to the Registrant's Form 8-K filed July 29, 2009.
(2) Incorporated by reference to the same numbered Exhibit to the Registrant's Registration Statement on Form S-1/A, File No. 333-04018, filed June 21, 1996.
(3) Incorporated by reference to the same numbered Exhibit to the Registrant's Form 10-K for the year ended August 31, 2000.
(4) Incorporated by reference to the same numbered Exhibit to the Registrant's Form 10-Q for the quarter ended May 31, 2002.
(5) Incorporated by reference to the same numbered Exhibit to the Registrant's Form 10-Q for the quarter ended February 28, 2002.
(6) Incorporated by reference as the same numbered exhibit to the Registrant's Form 10-Q for the quarter ended February 29, 2004.
(7) Incorporated by reference to the same numbered Exhibit to the Registrant's Form 10-Q for the quarter ended May 31, 2007.
(8) Incorporated by reference to the same numbered Exhibit to the Registrant's Form 8-K/A filed June 2, 2010.
(9) Incorporated by reference to the same numbered Exhibit to the Registrant's Form 10-Q for the quarter ended March 31, 2010.

(10) Incorporated by reference to Exhibit 3.1 to the Registrant's Form 8-K filed August 10, 2010.
(11) Incorporated by reference to Exhibit 2.1 to Registrant's Form 8-K/A filed on March 25, 2011.
(12) Incorporated by reference to Exhibit 10.1 to Registrant's Form 8-K/A filed on March 25, 2011.
(13) Incorporated by reference to Exhibit 10.2 to Registrant's Form 8-K/A filed on March 25, 2011.
(14) Incorporated by reference to Exhibit 10.1 to Registrant's Form 8-K Filed May 5, 2011.
(15) Incorporated by reference to the same numbered Exhibit to the Registrant's Form 10-Q for the quarter ended March 31, 2011.
(16) Incorporated by reference to Exhibit 4.2 to Registrant's Form 8-K filed May 12, 2011.

SIGNATURE

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 thereunto duly authorized.

ENERGY TRANSFER PARTNERS, L.P.

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

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

Date: August 8, 2011

By: /s/ Martin Salinas, Jr.
Martin Salinas, Jr.
(Chief Financial Officer duly authorized to sign on behalf of the registrant)

Exhibit 10.5

AMENDED AND RESTATED
ENERGY TRANSFER PARTNERS, L.P.
MIDSTREAM BONUS PLAN
Energy Transfer Company
Transwestern Pipeline

April 18, 2011

1. PURPOSE OF THE PLAN

The purpose of Amended and Restated Energy Transfer Partners, L.P. Midstream Bonus Plan (as amended from time to time, the "Plan") is to provide an opportunity for Eligible Employees of Energy Transfer Partners, L.P. (the "Partnership") to earn annual cash awards through the achievement of pre-established performance goals.

2. DEFINITIONS

A. **Actual Results** means the dollar amount of EBITDA or other applicable financial measure specified for the Budget Target for a Business Unit for a Performance Period actually achieved for such Performance Period as determined by the Partnership following the end of such Performance Period.

B. **Annual Bonus** is the cash bonus paid to an Eligible Employee for the Performance Period.

C. **Annual Target Bonus** for an Eligible Employee is a percentage of such Employee's Eligible Earnings and may range from 0% to 100% of Eligible Earnings and is dependent on a number of factors which may include, but are not limited to, employee title, job responsibilities and reporting level. The Partnership may, but is not required to, specify a specific range for an Eligible Employee at any time prior to or during a Performance Period and may adjust any such range so established at any time in its discretion. To the extent the Performance Period is less than, or more than, one year, then the Annual Target Bonus for an Eligible Employee will be prorated.

D. **Annual Target Bonus Pool** for a Business Unit for a Performance Period is the aggregate Annual Target Bonus of the Eligible Employees of such Business Unit for such Performance Period.

E. **Bonus Pool Payout Factor** for a Business Unit means the multiplier factor applied to the Annual Target Bonus Pool for such Business Unit to determine the Funded Bonus Pool for such Business Unit for the applicable Performance Period. The payout is determined by the comparison of Budget Target for such Business Unit for a Performance Period to Actual Results for such Business Unit for such Performance Period as set forth below:

% of Budget Target	Bonus Pool Payout Factor
>= 110.0	1.20 x
109.9 - 105.0	1.10 x
104.9 - 95.0	1.00 x
94.9 - 90.0	.90 x
89.9 - 80.0	.80 x
79.9 - 70.0	.70 x
69.9 - 50.0	.50 x
< 50.0	.0 x

F. **Budget Target** for a Business Unit means the specific dollar amount of EBITDA or other financial measure specified by the Partnership for such Business Unit for such Performance Period.

G. **Funded Bonus Pool** for a Business Unit means the Annual Target Bonus Pool for such Business Unit for a Performance Period multiplied by the Bonus Pool Payout Factor for such Business Unit for such Performance Period.

H. **Eligible Earnings** means the aggregate regular earnings, plus overtime earnings, if any, received by an Eligible Employee during the Performance Period. For the avoidance of doubt, neither any distribution payments on any Partnership common units received by any Eligible Employee during a Performance Period, nor any other bonus payments received by such Eligible Employee other than regular earnings and overtime earnings shall be included in the calculation of Eligible Earnings.

I. **Performance Period** means the measurement period for determination of Budget Target and the calculation of Actual Results. Each Performance Period shall be, in general, a one year period commencing January 1 and concluding December 31st, but may be a shorter or longer period as determined by the Partnership.

J. **EBITDA** means earnings before interest, taxes, depreciation and amortization.

K. **Eligible Employee** is an employee of a Business Unit eligible to participate in the Plan as determined in the sole discretion of management of such Business Unit.

L. **Business Unit** for purposes of the Plan shall mean the Energy Transfer Company, Transwestern Pipeline or any other business unit of the Partnership designated by the Partnership to be included for participation in the Plan.

3. ANNUAL BONUS PAYMENT

As soon as reasonably practicable following the end of each Performance Period, the Partnership will determine the Annual Target Bonus for each Eligible Employee. The Funded Bonus Pool from which Annual Bonuses are paid to Eligible Employees of such Business Unit shall equal the summation of Annual Target Bonuses of all Eligible Employees of such Business Unit multiplied by the Bonus Pool Payout Factor for such Business Unit. Management of each Business Unit shall determine the amount of the Annual Bonus for each Eligible Employee of such Business Unit from the Funded Bonus Pool for such Business Unit based on employee performance, length of employment and other factors as determined by management of such Business Unit in its sole discretion, provided that the aggregate amount of Annual Bonus payments for such Business Unit relating to a Performance Period shall not exceed, in total, the Funded Bonus Pool for such Business Unit for such Performance Period. Notwithstanding any provision herein, funds allocated under this bonus plan for distribution to employees is 100% discretionary, subject to the final approval of Chief Executive Officer of the Partnership.

4. OTHER BONUS PAYMENTS

In addition to Annual Bonuses, the Chief Executive Officer will have the discretion to make other bonus payments to one or more Eligible Employees of up to $1.0 million in the aggregate in any calendar year.

Exhibit 31.1

**CERTIFICATION OF CHIEF EXECUTIVE OFFICER
PURSUANT TO
SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Kelcy L. Warren, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Energy Transfer Partners, L.P.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
   a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
   b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
   c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
   d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
   a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize, and report financial information; and
   b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 8, 2011

/s/ Kelcy L. Warren
Kelcy L. Warren
Chief Executive Officer

Exhibit 31.2

**CERTIFICATION OF CHIEF FINANCIAL OFFICER
PURSUANT TO
SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Martin Salinas, Jr., certify that:

1. I have reviewed this quarterly report on Form 10-Q of Energy Transfer Partners, L.P.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
    a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
    b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
    c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
    d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
    a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize, and report financial information; and
    b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 8, 2011

/s/ Martin Salinas, Jr.
Martin Salinas, Jr.
Chief Financial Officer

Exhibit 32.1

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the quarterly report of Energy Transfer Partners, L.P. (the "Partnership") on Form 10-Q for the quarter ended June 30, 2011 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Kelcy L. Warren, Chief Executive Officer, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to the best of my knowledge:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Partnership.

Date: August 8, 2011

/s/ Kelcy L. Warren
Kelcy L. Warren
Chief Executive Officer

* A signed original of this written statement required by 18 U.S.C. Section 1350 has been provided to and will be retained by Energy Transfer Partners, L.P.

Exhibit 32.2

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the quarterly report of Energy Transfer Partners, L.P. (the “Partnership”) on Form 10-Q for the quarter ended June 30, 2011 as filed with the Securities and Exchange Commission on the date hereof (the “Report”), I, Martin Salinas, Jr., Chief Financial Officer, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to the best of my knowledge:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Partnership.

Date: August 8, 2011

/s/ Martin Salinas, Jr.
Martin Salinas, Jr.
Chief Financial Officer

* A signed original of this written statement required by 18 U.S.C. Section 1350 has been provided to and will be retained by Energy Transfer Partners, L.P.

STATEMENT OF POLICIES RELATING TO POTENTIAL CONFLICTS AMONG ENERGY TRANSFER PARTNERS, L.P., ENERGY TRANSFER EQUITY, L.P. AND REGENCY ENERGY PARTNERS LP

This Statement of Policies Related to Potential Conflicts among Energy Transfer Partners, L.P., Energy Transfer Equity, L.P. and Regency Energy Partners LP (the "Statement") specifies the policies and procedures that have been adopted by Energy Transfer Equity, L.P. ("ETE"), Energy Transfer Partners, L.P. ("ETP") and Regency Energy Partners LP ("Regency"), as authorized and approved by their respective general partners as of April 26, 2011, to address potential conflicts among, and protect the confidential and proprietary information of, ETE, ETP and Regency. Other capitalized terms are defined in Section 10.

1. *Corporate Governance*

1.1 *Independent Directors*. Each of ETE GP, ETP GP and Regency GP will have at least three Independent Directors on its board of directors; provided, however, in the event of a resignation, death or removal of any such Independent Director, the applicable entity will endeavor to replace such Independent Director within the time period specified in the regulations of the applicable national securities market upon which the securities of ETE, ETP or Regency, as the case may be, are then listed for trading.

1.2 *Directors and Invited Guests to Board Meetings*.

(a) No director, officer, employee or other representative of any of the ETP Entities or any of the Enterprise Entities will serve on the board of directors of Regency GP, and no director, officer, employee or other representative of any of the Regency Entities will serve on the board of directors of ETP GP.

(b) ETE, as the direct or indirect owner of 100% of the member interests of Regency GP, may appoint one or more Regency Representatives to serve on the board of directors of Regency GP subject to (i) the restriction related to Commercially Sensitive Information set forth in this Statement, (ii) such individual's acknowledgement and agreement that, in the event that any of the relevant antitrust authorities require any such individual to terminate such individual's position as a director of Regency GP based on antitrust law, such individual will promptly resign from the board of directors of Regency GP, and (iii) such person's written acknowledgement of such restriction in the form provided in Appendix A to this Statement.

(c) In addition, the participation by any officer, director, employee or other representative of any of the ETE Entities or any of the ETP Entities as an invited guest at any meeting of the board of directors of Regency GP will also be subject to (i) the restrictions related to Commercially Sensitive Information set forth in this Statement (including those set forth in Section 4.2(a)(v)), (ii) such person's written acknowledgement of such restriction in the form provided in Appendix A to this Statement and (iii) the recusal of such guest from such meeting at the request of any director of Regency GP.

(d) ETE, as the direct or indirect owner of 100% of the member interests of ETP GP, may appoint one or more ETP Representatives to serve on the board of directors of ETP GP subject to (i) the restriction related to Commercially Sensitive Information set forth in this Statement, (ii) such individual's acknowledgement and agreement that, in the event that any of the relevant antitrust authorities require any such individual to terminate such individual's position as a director of ETP GP based on antitrust law, such individual will promptly resign from the board of directors of ETP GP, and (iii) such person's written acknowledgement of such restriction in the form provided in Appendix B to this Statement.

(e) In addition, the participation by any officer, director, employee or other representative of any of the ETE Entities or any of the Regency Entities as an invited guest at any meeting of the board of directors of ETP GP will also be subject to (i) the restrictions related to Commercially Sensitive Information set forth in this Statement (including those set forth in Section 4.1(a)(v)), (ii) such person's written acknowledgement of such restriction in the form provided in Appendix B to this Statement and (iii) the recusal of such guest from such meeting at the request of any director of ETP GP.

2. *Separate Employees*

None of the ETP Entities will employ any person who is, or was within the prior six months (or the prior 12 months in the case of a management level employee), an employee of any of the Regency Entities (other than any employee of the ETP Entities on the date hereof) without prior written approval of the ETP Screening Committee. None of the Regency Entities will employ any person who is, or was within the prior six months (or the prior 12 months in the case of a management level employee), an employee of any of the ETP Entities (other than any employee of the Regency Entities on the date hereof) without prior written approval of the Regency Screening Committee.

3. *Transactions Among the Parties*

3.1 Notwithstanding anything to the contrary in this Statement, any material transaction between or among any of the ETE Entities, any of the ETP Entities, and/or any of the Regency Entities (excluding any transaction that was consummated prior to the date of the adoption of this Statement or any transaction that is effectuated subsequent to the date of the adoption of this Statement pursuant to any agreement between or among any of such parties that was entered into prior to the date of the adoption of this Statement) will require:

(a) if any of the ETE Entities is a party to such transaction, the prior approval of the ETE Conflicts Committee (unless the Board of Directors of ETE GP determines to resolve any conflict of interest related to the ETE Entities related to such transaction in accordance with Section 7.9(a) of the ETE Partnership Agreement without seeking Special Approval (as such term is defined in the ETE Partnership Agreement)),

(b) if any of the ETP Entities is a party to such transaction, the prior approval of the ETP Conflicts Committee (unless the Board of Directors of ETP GP determines to resolve any conflict of interest related to the ETP Entities related to such transaction in accordance with Section 7.9(a) of the ETP Partnership Agreement without seeking Special Approval (as such term is defined in the ETP Partnership Agreement)); or

(c) if any of the Regency Entities is a party to such transaction, the prior approval of the Regency Conflicts Committee (unless the Board of Directors of Regency GP determines to resolve any conflict of interest related to the Regency Entities related to such transaction in accordance with Section 7.9(a) of the Regency Partnership Agreement without seeking Special Approval (as such term is defined in the Regency Partnership Agreement)).

For the avoidance of doubt, when determining whether a transaction is or is not "material" for purposes of this Section 3.1, the relevant entity may consider both quantitative and qualitative aspects of such transaction.

3.2 Prior to providing any Commercially Sensitive Information related to any of the ETE Entities, any of the ETP Entities or any of the Regency Entities, as the case may be, in connection with any such transaction, the applicable parties to such transaction will enter into a confidentiality agreement covering such information substantially in the form attached as Appendix C to this Statement.

3.3 In addition, the parties acknowledge that each of ETE, ETP and Regency will be subject to any obligations imposed under their respective credit agreements, indentures and other material agreements related to transactions with affiliates.

4. ***Screening of Commercially Sensitive Information***

4.1 *Provisions Related to ETP Entities*

(a) The ETP Entities will take reasonable precautions to ensure that the ETP Entities do not provide any Commercially Sensitive Information to any of the ETE Entities or any of the Regency Entities, or any of their respective directors, officers, employees or representatives, provided that the ETP Entities will be entitled to provide Commercially Sensitive Information pursuant to any one or more of the following provisions:

(i) the ETP Entities will be entitled to provide Commercially Sensitive Information related to the ETP Entities to any ETP Dedicated ETE Board Member or any ETP Dedicated ETE Employee; provided that none of the ETP Dedicated ETE Board Members or ETP Dedicated ETE Employees will provide such Commercially Sensitive Information to any officer, director, employee or representative of any of the ETE Entities or any of the Regency Entities who is not an ETP Dedicated ETE Board Member or an ETP Dedicated ETE Employee;

(ii) in the event that (A) the Commercially Sensitive Information relates to a Development Opportunity identified by, or made available to, any of the ETP Entities and (B) the ETP Screening Committee unanimously determines that such Development Opportunity is not an opportunity that the ETP Entities desire to pursue at such time due to the projected economics related to such Development Opportunity, the capital requirements related to such Development Opportunity, the strategic implications of such Development Opportunity or any other factors deemed relevant by the ETP Screening Committee, then such information will no longer be considered to be Commercially Sensitive Information and the ETP Entities will be permitted (but not required) to provide such information to any of the ETE Entities or any of the Regency Entities, and in the event the ETP Entities do present such information to any of the ETE Entities or any of the Regency Entities, the ETP Screening Committee will inform the ETP Conflicts Committee of such determination and the reasons therefor and the provision of such information no later than the next regularly scheduled meeting of the Board of Directors of ETP GP;

(iii) in the event that (A) the Commercially Sensitive Information relates to a Development Opportunity identified by, or made available to, any of the ETP Entities, (B) either (I) the ETP Screening Committee does not unanimously make the determination specified in Section 4.1(a)(ii) or (II) one or more of the members of the ETP Screening Committee desires to involve the ETP Conflicts Committee in determining whether such Development Opportunity is an opportunity that the ETP Entities should retain, and (C) in either such case, the ETP Conflicts Committee determines that such Development Opportunity is not an opportunity that the ETP Entities desire to pursue at such time due to the projected economics related to such Development Opportunity, the capital requirements related to such Development Opportunity, the strategic implications of such Development Opportunity or any other factors deemed relevant by the ETP Conflicts Committee, then the ETP Entities will be permitted (but not required) to present such Development Opportunity to any of the ETE Entities or any of the Regency Entities;

(iv) in the event that the ETP Screening Committee reasonably determines it is in the best interests of the ETP Entities to pursue a Development Opportunity in conjunction with any of the Regency Entities due to (A) the gas gathering, gas processing and/or gas pipeline infrastructure of the Regency Entities that may be beneficial to the ETP Entities in pursuing such Development Opportunity, (B) relationships of the Regency Entities with natural gas producers that may be beneficial to the ETP Entities in pursuing such Development Opportunity, (C) the possibility of obtaining capital from the Regency Entities to fund all or a portion of the capital requirements for such Development Opportunity, or (D) any other business rationale in connection with pursuing such Development Opportunity that would cause the ETP Entities to desire to provide Commercially Sensitive Information regarding such Development Opportunity to an unaffiliated third party in a similar circumstance, then the ETP Entities may provide Commercially Sensitive Information related to such Development Opportunity to any of the Regency Entities for the purpose of jointly pursuing such Development Opportunity; provided that, prior to the provision of any such information, ETP and Regency will have entered into a confidentiality agreement covering such information substantially in the form attached as Appendix C to this Statement, and provided further that the ETP Screening Committee will inform the ETP Conflicts Committee of such determination and the reasons therefor and the provision of such information no later than the next regularly scheduled meeting of the Board of Directors of ETP GP; and

(v) the ETP Entities may provide Commercially Sensitive Information related to any of the ETP Entities to any of the members of the Board of Directors of ETE GP, any of the ETP Dedicated ETE Employees or any of the Designated Regency Representatives in accordance with the following:

(A) before so providing any such information, the General Counsel of ETP GP will confer with the General Counsel of Regency GP, under an agreement of confidentiality, and confirm that no such information to be provided relates to a Development Opportunity currently being pursued or under consideration by any of the Regency Entities or is subject to third party confidentiality restrictions or antitrust restrictions; and

(B) if such confirmation is obtained, any such member of the Board of Directors of ETE, any such ETP Dedicated ETE Employee or any such Designated Regency Representative who receives such Commercially Sensitive Information from any of the ETP Entities (I) will not provide such Commercially Sensitive Information to any other Regency Representative, (II) will not use such Commercially Sensitive Information for any purpose other than to allow any such person to offer advice to the management personnel of the ETP Entities (it being recognized and acknowledged that the management and control of the ETP Entities remains subject to the direction and authority of ETP GP to the extent specified in the ETP Governance Agreements), and (III) will deliver to ETP GP a written acknowledgement of the restrictions on the use of such Commercially Sensitive Information in the form provided in Appendix B to this Statement.

(b) Notwithstanding anything to the contrary in this Section 4.1, the ETP Entities may provide Commercially Sensitive Information related to any of the ETP Entities to any of the ETE Entities, any of the Regency Entities, or any of their respective directors, officers, employees or representatives, upon the prior approval of the ETP Conflicts Committee.

(c) For the avoidance of doubt, if a Development Opportunity pursued jointly with one or more Regency Entities becomes a material transaction between or among any of the ETE Entities, the ETP Entities and/or the Regency Entities, the permitted provision of Commercially Sensitive Information under Section 4.1(a)(iv) does not alter the necessity of the application of Section 3.1 with respect to such transaction.

4.2 *Provisions Related to Regency Entities*

(a) The Regency Entities will take reasonable precautions to ensure that the Regency Entities do not provide any Commercially Sensitive Information to any of the ETE Entities or any of the ETP Entities, or any of their respective directors, officers, employees or representatives, provided that the Regency Entities will be entitled to provide Commercially Sensitive Information pursuant to any one or more of the following provisions:

(i) The Regency Entities will be entitled to provide Commercially Sensitive Information related to the Regency Entities to any Regency Dedicated ETE Board Member or any Regency Dedicated ETE Employee; provided that none of the Regency Dedicated ETE Board Members or Regency Dedicated ETE Employees will provide such Commercially Sensitive Information to any officer, director, employee or representative of any of the ETP Entities or any of the ETE Entities who is not a Regency Dedicated ETE Board Members or a Regency Dedicated ETE Employee;

(ii) in the event that (A) the Commercially Sensitive Information relates to a Development Opportunity identified by, or made available to, any of the Regency Entities and (B) the Regency Screening Committee unanimously determines that such Development Opportunity is not an opportunity that the Regency Entities desire to pursue at such time due to the projected economics related to such Development Opportunity, the capital requirements related to such Development Opportunity, the strategic implications of such Development Opportunity or any other factors then deemed relevant by the Regency Screening Committee, then such information will no longer be considered to be Commercially Sensitive Information and the Regency Entities will be permitted (but not required) to provide such information to any of the ETE Entities or any of the ETP Entities, and in the event the Regency Entities do present such information to any of the ETE Entities or any of the ETP Entities, the Regency Screening Committee will inform the Regency Conflicts Committee of such determination and the reasons therefor and the provision of such information no later than the next regularly scheduled meeting of the Board of Directors of Regency GP;

(iii) in the event that (A) the Commercially Sensitive Information relates to a Development Opportunity identified by, or made available to, any of the Regency Entities, (B) either (I) the Regency Screening Committee does not unanimously make the determination specified in Section 4.2(a)(ii) or (II) one or more of the members of the Regency Screening Committee desires to involve the Regency Conflicts Committee in determining whether such Development Opportunity is an opportunity that the Regency Entities should retain, and (C) in either such case, the Regency Conflicts Committee determines that such Development Opportunity is not an opportunity that the Regency Entities desire to pursue at such time due to the projected economics related to such Development Opportunity, the capital requirements related to such Development Opportunity, the strategic implications of such Development Opportunity or any other factors deemed relevant by the Regency Conflicts Committee, then the Regency Entities will be permitted (but not required) to present such Development Opportunity to any of the ETE Entities or any of the ETP Entities;

(iv) in the event that the Regency Screening Committee reasonably determines it is in the best interests of the Regency Entities to pursue a Development Opportunity in conjunction with ETE or any of the ETP Entities due to (A) the gas gathering, gas processing and/or gas pipeline infrastructure of ETE or the ETP Entities that may be beneficial to the Regency Entities in pursuing such Development Opportunity, (B) relationships of ETE or the ETP Entities with natural gas producers that may be beneficial to the Regency Entities in pursuing such Development Opportunity, (C) the possibility of obtaining capital from ETE or any of the ETP Entities to fund all or a portion of the capital requirements for such Development Opportunity, or (D) any other business rationale that would cause the Regency Entities to desire to provide Commercially Sensitive Information regarding such Development Opportunity to an unaffiliated third party in connection with pursuing such Development Opportunity, then the Regency Entities may provide Commercially Sensitive Information related to such Development Opportunity to any of the ETP Entities for the purpose of jointly pursuing such Development Opportunity; provided that, prior to the provision of any such information, ETP and Regency will have entered into a confidentiality agreement covering such information in the form attached as Appendix C to this Statement, and provided further that the Regency Screening Committee will inform the Regency Conflicts Committee of such determination and the reasons therefor and the provision of such information no later than the next regularly scheduled meeting of the Board of Directors of Regency GP; and

(v) the Regency Entities may provide Commercially Sensitive Information related to any of the Regency Entities to any of the members of the Board of Directors of ETE GP, any of the Regency Dedicated ETE Employees or any of the Designated ETP Representatives in accordance with the following:

(A) before so providing any such information, the General Counsel of Regency GP will confer with the General Counsel of ETP GP, under an agreement of confidentiality, and confirm that no such information to be provided relates to a Development Opportunity currently being pursued or under consideration by any of the ETP Entities or is subject to third party confidentiality restrictions or antitrust restrictions; and

(B) if such confirmation is obtained, any such member of the Board of Directors of ETE GP, any such Regency Dedicated ETE Employee or any such Designated ETP Representative who receives such Commercially Sensitive Information from any of the Regency Entities (I) will not provide such Commercially Sensitive Information to any other ETP Representative, (II) will not use such Commercially Sensitive Information for any purpose other than to allow any such person to offer advice to the management personnel of the Regency Entities (it being recognized and acknowledged that the management and control of the Regency Entities remains subject to the direction and authority of Regency GP to the extent specified in the Regency Governance Agreements), and (III) will deliver to Regency GP a written acknowledgement of the restrictions on the use of such Commercially Sensitive Information in the form provided in Appendix A to this Statement.

(b) Notwithstanding anything to the contrary in this Section 4.2, the Regency Entities may provide Commercially Sensitive Information related to any of the Regency Entities to any of the ETE Entities, any of the ETP Entities, or any of their respective directors, officers, employees or representatives, upon the prior approval of the Regency Conflicts Committee.

(c) For the avoidance of doubt, if a Development Opportunity pursued jointly with one or more ETE Entities or ETP Entities becomes a material transaction between or among any of the ETE Entities, the ETP Entities and/or the Regency Entities, the permitted provision of Commercially Sensitive Information under Section 4.2(a)(iv) does not alter the necessity of the application of Section 3.1 with respect to such transaction.

4.3 *Delegation of Authority of ETE GP Board*. If there is a Development Opportunity that the ETP Entities, on the one hand, and the Regency Entities, on the other hand, are both pursuing or the Board of Directors of ETE GP is asked to take action on any matter relating to a Potentially Overlapping Business in respect of the ETP Entities and the Regency Entities, the Board of Directors of ETE GP will delegate full authority to take any actions that may be required or permitted to be taken by the Board of Directors of ETE GP in connection with such Development Opportunity or Potentially Overlapping Business to (i) in the case of any decisions required to be made in respect of the ETP Entities, the ETP Dedicated Committee, and (ii) in the case of any decisions required to be made in respect of the Regency Entities, the Regency Dedicated Committee.

4.4 *Enterprise Related Provisions*

(a) The ETE Entities and the ETP Entities will not provide to any of the Enterprise Entities or any of their respective directors, officers, employees or representatives any Commercially Sensitive Information related to any of the Regency Entities.

(b) The Regency Entities will not provide to any of the Enterprise Entities or any of their respective directors, officers or employees or representatives any Commercially Sensitive Information related to any of the ETE Entities or any of the ETP Entities.

5. *Approval Requirements for Boards of Directors and Conflicts Committee*

Any approvals by the Board of Directors or Conflicts Committee of any of ETE GP, ETP GP or Regency GP pursuant to this Statement will be subject to any notice requirements, quorum requirements or vote requirements specified in the ETE Governance Agreements, the ETP Governance Agreements or the Regency Governance Agreements, as the case may be, applicable to such entity.

6. ***Audit Rights***

6.1 The Board of Directors of each of ETP GP and Regency GP (or an authorized committee thereof, including the Conflicts Committee of such Board of Directors) shall have, subject to compliance with applicable law, the right to request reasonable access to the offices, properties, books and records of the ETE Entities and the employees, officers and directors of the ETE Entities to determine whether the ETE Entities and their respective representatives, employees, officers and directors are complying with their obligations under this Statement.

6.2 Each Regency Dedicated ETE Employee, Regency Dedicated ETE Board Member, Designated ETP Representative and each other board member, officer, employee or other representative of any of the ETE Entities or any of the ETP Entities who has received Commercially Sensitive Information related to any of the Regency Entities will deliver to the General Counsel of Regency GP, before December 31 of each year, a written affirmation that such person remains fully in compliance with this Statement with respect to all such Commercially Sensitive Information theretofore received by such person.

6.3 Each ETP Dedicated ETE Employee, ETP Dedicated ETE Board Member, Designated Regency Representative and each other board member, officer, employee or other representative of any of the ETE Entities or any of the Regency Entities who has received Commercially Sensitive Information related to any of the ETP Entities will deliver to the General Counsel of ETP GP, before December 31 of each year, a written affirmation that such person remains fully in compliance with this policy with respect to all such Commercially Sensitive Information theretofore received by such person.

7. ***Review of Policies by Conflicts Committees***

7.1 The ETE Board, the ETP Conflicts Committee and the Regency Conflicts Committee will evaluate the effectiveness of the policies set forth in this Statement not less frequently than every six months, and each such Board or Conflicts Committee will be entitled to propose changes to the policies set forth in this Statement in connection with such periodic evaluations. Any such proposed changes that are agreed to by the ETE Board, the ETP Conflicts Committee and the Regency Conflicts Committee will be reflected in an amendment or restatement of this Statement, and such amendment or restatement of this Statement will be disseminated or made available, by means of posting to a website, email or other form of communication, to the applicable personnel of the ETE Entities, the ETP Entities and the Regency Entities.

7.2 In the event that the ETE Board determines that the policies set forth in this Statement, as this Statement may be amended from time to time, are no longer in the best interests of the unitholders of ETE, the ETE Board will have the unilateral right to terminate this Statement, in which case the Initial Statement will be automatically reinstated with respect to the ETE Entities, the ETP Entities and the Regency Entities.

7.3 In the event that the ETP Conflicts Committee determines that the policies set forth in this Statement, as this Statement may be amended from time to time, are no longer in the best interests of the unitholders of ETP, the ETP Conflicts Committee will have the unilateral right to terminate this Statement, in which case the Initial Statement will be automatically reinstated with respect to the ETP Entities, the ETE Entities and the Regency Entities.

7.4 In the event that the Regency Conflicts Committee determines that the policies set forth in this Statement, as this Statement may be amended from time to time, are no longer in the best interests of the unitholders of Regency, the Regency Conflicts Committee will have the unilateral right to terminate this Statement, in which case the Initial Statement will be automatically reinstated with respect to the ETE Entities, the ETP Entities and the Regency Entities.

7.5 In addition, this Statement will automatically terminate on June 30 and December 31 of each calendar year unless, within 60 days prior to such termination date, the ETE Board, the ETP Conflicts Committee and the Regency Conflicts Committee approve the continuation of this Statement and, in the event of any such termination, the Initial Statement will be automatically reinstated with respect to the ETE Entities, the ETP Entities and the Regency Entities.

7.6 Notwithstanding whether this Statement or any portion hereof is terminated with respect to any or all of the ETE Entities, the ETP Entities and/or the Regency Entities, all confidentiality obligations in force prior to any such termination (including any obligations acknowledged by execution of any confidentiality agreement or acknowledgment in the forms attached as Appendices to this Statement) shall remain in force and shall not be released or terminated as a result of any such termination.

8. ***Implementation***

The President of ETE GP, the General Counsel of ETP GP and the General Counsel of Regency GP shall, subject to the oversight of the respective ETE Conflicts Committee, the ETP Conflicts Committee and the Regency Conflicts Committee, be responsible for implementation of this Statement, which shall include but not be limited to preparation and distribution (including, in all cases, distribution to the applicable Conflicts Committee(s)) of a more detailed explanation of the purpose, intent and application of this Statement, and in this regard such persons will act jointly to the extent they deem appropriate. This Statement (and, specifically, this Section 8) does not increase any obligation of (nor does it alter the right to indemnity or exculpation of) any such President and General Counsel under the ETE Governance Agreements, ETP Governance Agreements or Regency Governance Agreements, as applicable.

9. ***Approval of Statement by Conflicts Committees***

This Statement has been approved by each of the board of directors of each of ETE GP, ETP GP and Regency GP, as well as the ETP Conflicts Committee and the Regency Conflicts Committee, for purposes of resolving conflicts of interest, and potential conflicts of interest, between and among the ETE Entities, the ETP Entities and the Regency Entities in accordance with Section 7.9(a) of the ETE Partnership Agreement, Section 7.9(a) of the ETP Partnership Agreement and Section 7.9(a) of the Regency Partnership Agreement.

10. ***Definitions***

For purposes of this statement, capitalized terms used but not defined above shall have the following meanings:

"*Commercially Sensitive Information*" shall mean, with respect to any Person, information about (1) Commercial Development Activities under consideration by such Person at the time or (2) other competitively sensitive information of such Person related to Potentially Overlapping Business including, without limitation, (i) information regarding the names of or prices, costs, margins, volumes and contractual terms for any current or potential customer, (ii) all plans or strategies used or adopted to negotiate, target or identify a current or potential customer or group of customers for any asset or service or to expand existing service offerings or offer a new service, (iii) all information regarding plans and prospective budgets to expand an existing facility or build a new facility, (iv) all information regarding a proposal to buy an existing facility, (v) information related to the capacity and capacity utilization of any facility, (vi) information regarding any opportunity to acquire a business, asset or entity or to develop or construct any new interstate or intrastate natural gas pipeline, interstate or intrastate natural gas liquids pipeline, natural gas gathering system, natural gas treating, processing or fractionating facilities, natural gas storage facility, or any other midstream natural gas assets or facilities; any natural gas compression services business or assets; any wholesale or retail propane facility or business; any other midstream or natural gas related assets, such as compression facilities, shipping facilities or marketing assets and (vii) any other confidential information regarding any Person that owns, operates or is an affiliate of any Person that is identified in clauses (i) through (vii) if the sharing of such information by such Person with another party to this Statement would reasonably be expected to constitute a violation of any fiduciary duty, law or any contract to which such Person is a party, provided, however, that Commercially Sensitive Information with respect to a Person shall not include (A) any information that is otherwise in the public domain, (B) with respect to any of the Regency Entities, (I) any information provided to any of the ETE Entities or any of the ETP Entities from a Person other than an ETE Entity or a Regency Entity on an unsolicited basis relating to a potential Development Opportunity that is not based on information that would otherwise constitute Commercially Sensitive Information relating to any of the Regency Entities or (II) any information otherwise independently developed by an ETE Entity or an ETP Entity without use of, or reliance on, any information that would otherwise constitute Commercially Sensitive Information relating to any of the Regency Entities and (C) with respect to any of the ETP Entities, (I) any information provided to any of the ETE Entities or any of the Regency Entities from a Person other than an ETE Entity or an ETP Entity on an unsolicited basis relating to a potential Development Opportunity that is not based on information that would otherwise constitute Commercially Sensitive Information relating to any of the ETP Entities or (II) any information otherwise independently developed by an ETE Entity or a Regency Entity without use of, or reliance on, any information that would otherwise constitute Commercially Sensitive Information relating to any of the ETP Entities. (For example, information provided by an investment bank, private equity firm or other financial services firm relating to a potential acquisition based on information in the public domain and not based on information obtained from such Person that would not otherwise constitute Commercially Sensitive Information.)

“*Commercial Development Activities*” shall mean information with respect to (i) proposed changes to or transactions involving any Potentially Overlapping Business, (ii) any plans and strategies dealing with Potentially Overlapping Business and (iii) any opportunities to construct or acquire, directly or indirectly (including, without limitation, by means of joint venture or by means of acquisition of assets, equity interest in an entity, contractual rights to capacity or use, or otherwise), any interstate or intrastate natural gas pipeline, interstate or intrastate natural gas liquids pipeline, natural gas gathering system, natural gas treating, processing or fractionating facilities, natural gas storage facility, or any other midstream natural gas assets or facilities; any natural gas compression services business or assets; any wholesale or retail propane facility or business; or any other midstream or natural gas related assets, such as compression facilities, shipping facilities or marketing assets.

“*Designated ETP Representative*” means any ETP Representative specified by the Regency Conflicts Committee to be eligible to receive Commercially Sensitive Information from any of the Regency Entities, subject to such representative’s compliance with this Statement (including Section 6).

“*Designated Regency Representative*” means any Regency Representative specified by the ETP Conflicts Committee to be eligible to receive Commercially Sensitive Information from any of the ETP Entities, subject to such representative’s compliance with this Statement (including Section 6).

“*Development Opportunity*” means any opportunity to participate in a transaction described in clause (iii) of Commercial Development Activities or any opportunity to offer to, or negotiate with, a current or potential customer or group of customers any tariff rates, capacities or other aspects of any gathering, treating, processing, transportation or other service related to any assets or systems described in such clause (iii).

“*Enterprise Entities*” shall mean EPE, EPE GP and their respective subsidiaries (excluding any of the ETE Entities, any of the ETP Entities and any of the Regency Entities).

“*EPE*” shall mean Enterprise GP Holdings L.P.

“*EPE GP*” shall mean EPE Holdings, LLC, the general partner of EPE.

“*ETE Entities*” shall mean ETE, ETE GP and their respective subsidiaries (excluding any of the ETP Entities and any of the Regency Entities).

“ETE Board” shall mean the Board of Directors of ETE GP.

“*ETE Governance Agreements*” shall mean the ETE Partnership Agreement and the Amended and Restated Limited Liability Company Agreement of ETE GP, dated as of May 7, 2007, as amended or restated from time to time.

“*ETE GP*” shall mean LE GP, LLC, a Delaware limited liability company that serves as the general partner of ETE.

“*ETE Partnership Agreement*” means the Third Amended and Restated Agreement of Limited Partnership of ETE, dated as of February 8, 2006, as amended or restated from time to time.

“*ETP Conflicts Committee*” means the Conflicts Committee of the Board of Directors of ETP GP.

“*ETP Dedicated Committee*” means a committee of the Board of Directors of ETE GP comprised solely of two or more ETP Dedicated ETE Board Members.

“*ETP Dedicated ETE Employees*” means officers or employees of any of the ETE Entities who (i) are not officers, directors or employees of any of the Regency Entities or a Regency Dedicated Employee and (ii) are specified by the Board of Directors of ETE GP to be involved in making decisions on behalf of any of the ETE Entities related to the ETP Entities; provided that any time an ETP Dedicated Employee is so specified, notice thereof will be promptly delivered to the ETP Conflicts Committee.

“*ETP Dedicated ETE Board Members*” means the members of the Board of Directors of ETE GP who (i) are not officers, directors or employees of any of the Regency Entities and (ii) are specified by the Board of Directors of ETE GP to be involved in making decisions on behalf of any of the ETE Entities related to the ETP Entities; provided that any time an ETP Dedicated ETE Board Member is so specified, notice thereof will be promptly delivered to the ETP Conflicts Committee.

“*ETP Governance Agreements*” means (i) the ETP Partnership Agreement, (ii) the Third Amended and Restated Agreement of Limited Partnership of ETP GP LP, dated as of April 17, 2009, as amended or restated from time to time and (iii) the Third Amended and Restated Limited Liability Company Agreement of ETP GP, dated as of April 17, 2007, as amended or restated from time to time.

“*ETP Entities*” shall mean ETP GP, ETP GP LP, ETP and their respective subsidiaries.

“*ETP GP*” shall mean Energy Transfer Partners, L.L.C., a Delaware limited liability company that serves as the general partner of ETP GP LP.

“*ETP GP LP*” shall mean Energy Transfer Partners GP, L.P., a Delaware limited partnership that serves as the general partner of ETP.

“*ETP Partnership Agreement*” means the Second Amended and Restated Agreement of Limited Partnership of ETP, dated as of July 28, 2009, as amended or restated from time to time.

“*ETP Representative*” shall mean an individual who is an officer, director, employee or other representative of any of the ETP Entities and who is not an officer, director or employee of any of the Regency Entities.

"*ETP Screening Committee*" means a committee comprised of the Chief Executive Officer of ETP GP, Chief Financial Officer of ETP GP, the General Counsel of ETP GP and one member of the ETP Conflicts Committee appointed to the ETP Screening Committee by the ETP Conflicts Committee.

"*Independent Director*" shall mean, with respect to any of ETE GP, ETP GP or Regency GP, an individual director who meets the independence, qualification and experience requirements established by the Securities Exchange Act of 1934, as amended, and the rules and regulations of the Securities and Exchange Commission thereunder, and by The New York Stock Exchange or the Nasdaq Global Select Market, as applicable, as applied to ETE GP, ETP GP or Regency GP, as the case may be.

"*Initial Statement*" means the Statement of Policies Related to Potential Conflicts Among Energy Transfer Equity, L.P., Energy Transfer Partners L.P. and Regency Energy Partners LP dated as of May 26, 2010 attached hereto as Appendix D to this Statement.

"*Person*" means any natural person or corporation, partnership or other entity.

"*Potentially Overlapping Business*" shall mean, with respect to the ETP Entities, such assets, business operations or business opportunities of the ETP Entities that are, or could potentially be, competitive with the assets, business operations or business opportunities of the Regency Entities and shall mean, with respect to the Regency Entities, such assets, business operations or business opportunities of the Regency Entities that are, or could potentially be, competitive with the assets, business operations or business opportunities of the ETP Entities.

"*Regency Conflicts Committee*" means the Conflicts Committee of the Board of Directors of Regency GP.

"*Regency Dedicated Committee*" means a committee of the Board of Directors of ETE GP comprised solely of two or more Regency Dedicated ETE Board Members.

"*Regency Dedicated ETE Employees*" means officers or employees of any of the ETE Entities who (i) are not officers, directors or employees of any of the ETP Entities or an ETP Dedicated Employee and (ii) are specified by the Board of Directors of ETE GP to be involved in making decisions on behalf of any of the ETE Entities related to the Regency Entities; provided that any time a Regency Dedicated Employee is so specified, notice thereof will be promptly delivered to the Regency Conflicts Committee.

"*Regency Dedicated ETE Board Members*" means the members of the Board of Directors of ETE GP who (i) are not officers, directors or employees of any of the ETP Entities or any of the Enterprise Entities and (ii) are specified by the Board of Directors of ETE GP to be involved in making decisions on behalf of ETE related to the Regency Entities; provided that any time a Regency Dedicated ETE Board Member is so specified, notice thereof will be promptly delivered to the Regency Conflicts Committee.

"*Regency Entities*" shall mean Regency, Regency GP LP, Regency GP and their respective subsidiaries.

"*Regency Governance Agreements*" means (i) the Regency Partnership Agreement, (ii) the Amended and Restated Agreement of Limited Partnership of Regency GP LP, dated as of February 3, 2006, as amended or restated from time to time and (iii) the Amended and Restated Limited Liability Company Agreement of Regency GP, dated as of February 3, 2006, as amended or restated from time to time.

"*Regency GP*" means Regency GP LLC, a Delaware limited liability company that serves as the general partner of Regency GP LP.

"*Regency GP LP*" means Regency GP LP, a Delaware limited partnership that serves as the general partner of Regency.

"*Regency Partnership Agreement*" means the Amended and Restated Agreement of Limited Partnership of Regency, dated as of February 3, 2006, as amended or restated from time to time.

"*Regency Representative*" shall mean an individual who is an officer, director, employee or other representative of any of the Regency Entities and who is not an officer, director or employee of any of the ETP Entities or any of the Enterprise Entities.

"*Regency Screening Committee*" means a committee comprised of the Chief Executive Officer of Regency GP, the Chief Financial Officer of Regency GP, the General Counsel of Regency GP and one member of the Regency Conflicts Committee appointed to the Regency Screening Committee by the Regency Conflicts Committee.

"*Screening Officer*" shall mean, with respect to ETP, any of the members of the ETP Screening Committee and, with respect to Regency, any of the members of the Regency Screening Committee.

APPENDIX A

ACKNOWLEDGEMENT OF PROVISIONS RELATED TO SCREENING OF COMMERCIALLY SENSITIVE INFORMATION

The undersigned hereby certifies as to the following:

1. I acknowledge and accept the terms and conditions of, and agree to be bound by, the Statement of Policies Relating to Potential Conflicts Among Energy Transfer Equity, L.P., Energy Transfer Partners, L.P. and Regency Energy Partners LP, dated August 10 , 2010 (hereinafter the "Statement");
2. I understand that my access to Commercially Sensitive Information (as that term is defined in the Statement) of any of the Regency Entities is governed by, and subject to, the provisions relating to the "Screening of Commercially Sensitive Information" set forth in the Statement;
3. I agree not to provide to any of the directors, officers, employees or other representatives of any of the ETE Entities, the ETP Entities or the Enterprise Entities (in each case as defined in the Statement) any Commercially Sensitive Information related to any of the Regency Entities, except as expressly permitted by the Statement.

Printed Name

Signature

Position/Title

Name of Company

Executed this day of , .

As reconfirmed and acknowledged as of December 31, .

APPENDIX B

ACKNOWLEDGEMENT OF PROVISIONS RELATED TO SCREENING OF COMMERCIALLY SENSITIVE INFORMATION

The undersigned hereby certifies as to the following:

1. I acknowledge and accept the terms and conditions of, and agree to be bound by, the Statement of Policies Relating to Potential Conflicts Among Energy Transfer Equity, L.P., Energy Transfer Partners, L.P. and Regency Energy Partners LP, dated August 10 , 2010 (hereinafter the "Statement");
2. I understand that my access to Commercially Sensitive Information (as that term is defined in the Statement) of any of the ETP Entities is governed by, and subject to, the provisions relating to the "Screening of Commercially Sensitive Information" set forth in the Statement;
3. I agree not to provide to any of the directors, officers, employees or other representatives of any of the ETE Entities, the Regency Entities or the Enterprise Entities (in each case as defined in the Statement) any Commercially Sensitive Information related to any of the ETP Entities, except as expressly permitted by the Statement.

Printed Name

Signature

Executed this   day of   ,   .

As reconfirmed and acknowledged as of December 31,   .

APPENDIX C

CONFIDENTIALITY AGREEMENT

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

[Date]

Regency Energy Partners LP
2001 Bryan Street, Suite 3700
Dallas, Texas 75201

Gentlemen:

In connection with our mutual interest in a possible transaction (the "***Transaction***") involving Energy Transfer Partners L.P., a Delaware limited partnership ("***ETP***"), and Regency Energy Partners LP, a Delaware limited partnership ("***Regency***"), with respect to **[description of project]**, each of ETP and Regency are providing the other party with certain information that is either non-public, confidential or proprietary in nature ("***Confidential Information***"). In consideration of the furnishing by each of ETP and Regency (collectively, the "***Parties***") to the other Party of Confidential Information, each of the Parties hereby agree as follows:

4. "***Confidential Information***" includes any non-public, confidential or proprietary information furnished by either ETP or Regency, as the case may be (each in such case a "***Disclosing Party***") to the other (each in such case the "***Receiving Party***"), including, without limitation, (a) any such information transferred or transmitted in writing, orally, visually, electronically or by any other means, whether prior to, on, or after the date hereof, (b) information provided to the Receiving Party by a third party that Receiving Party knows has been provided at the direction of the Disclosing Party, and (c) any memoranda, reports, analyses, extracts or notes that the Receiving Party or its Representatives (as defined below) produce that are based on, reflect, or contain any of the Confidential Information (the items referred to in this clause (c) collectively referred to as "***Notes***"). Confidential Information does not include any information that (i) is or becomes generally available to the public other than as a result of a disclosure by the Receiving Party or any of its Representatives in violation of this Agreement, (ii) was in the Receiving Party's possession prior to the disclosure of the Confidential Information pursuant to this Agreement, (iii) becomes available to the Receiving Party or its Representatives on a non-confidential basis from a third party, provided that the Receiving Party did not know, after reasonable inquiry, that such source was subject to an obligation not to disclose such information; and/or (iv) was independently developed by the Receiving Party or its Representatives without reference to Confidential Information.

5. **Nondisclosure of Confidential Information**. The Receiving Party will keep the Confidential Information confidential and will not disclose the Confidential Information to anyone other than as permitted under the terms and conditions referred to in this letter agreement (the "***Agreement***").

6. **<u>Use of Confidential Information</u>**. The Receiving Party recognizes and acknowledges the competitive value and confidential nature of the Confidential Information and the damage that could result to the Disclosing Party if any information contained therein is disclosed to a third party in violation of this Agreement. The Confidential Information will be used by the Receiving Party solely for the purpose of analyzing and evaluating the desirability of entering into the Transaction and the implementing and monitoring of the Transaction and for no other purpose (the "***Permitted Purpose***"). The Receiving Party will permit its affiliates and its and their respective employees, officers, directors, partners, members, managers, agents, advisors and representatives (collectively "***Representatives***") access to the Confidential Information only to the extent necessary to allow such Representatives to assist the Receiving Party in the Permitted Purpose. Prior to granting such Representatives access to the Confidential Information, the Receiving Party will inform them of its confidential nature and of the confidentiality obligations of this Agreement. The Receiving Party agrees to be responsible for any breach of the confidentiality obligations of this Agreement by any of its Representatives, except in cases where a Representative enters into a direct confidentiality agreement with a Disclosing Party, in which case the Receiving Party in question shall have no liability hereunder for any purported breach by such Representatives. The Receiving Party further agrees to be responsible for any damage, loss or expense incurred as a result of the use of the Confidential Information by the Receiving Party's Representatives or other recipients contrary to the terms of this Agreement.

7. **<u>Information about Transaction</u>**. Unless required by applicable law, rule, regulation or governmental request (including oral questions, interrogatories, requests for information or documents, subpoenas, investigative demands, regulatory process, court decrees or similar legal process (all of the foregoing, "***Legal Process***") (in which case the Party in question will promptly advise and consult with each other Party and its counsel prior to such disclosure, to the extent practicable and legally permissible) or as otherwise provided in Paragraph 5 of this Agreement, without the prior written consent of the other Parties and approval of the contents thereof, each Party will, and will cause its Representatives to, not disclose to any person (a) the fact that discussions or negotiations are taking place concerning a possible Transaction, (b) any of the terms, conditions or other facts with respect to such Transaction, including the status thereof, or (c) the existence of this Agreement, the terms hereof or that Confidential Information has been made available pursuant to this Agreement.

8. **<u>Required Disclosure</u>**. If a Receiving Party or its Representatives are requested to disclose any Confidential Information (including, but not limited to, any Notes) in connection with any Legal Process, such

Receiving Party will, to the extent practicable and legally permissible, notify the Disclosing Party immediately in writing of the existence, terms and circumstances surrounding such a request, so that the Disclosing Party may, in its sole discretion, seek a protective order or other appropriate remedy and/or take steps to resist or narrow the scope of the disclosure sought by such request, in each case at its expense. The Receiving Party in such case agrees to assist the Disclosing Party, at the Disclosing Party's expense, in seeking a protective order or other remedy, if requested by the Disclosing Party. If a protective order or other remedy is not obtained and, upon the advice of the Receiving Party's counsel, disclosure is required or prudent, the Receiving Party may make such disclosure without liability under this Agreement, provided that the Receiving Party or its Representatives furnish only that portion of the Confidential Information which the Receiving Party or its Representatives reasonably believe is necessary in such circumstances to be disclosed, the Receiving Party gives, to the extent practicable and legally permissible, the Disclosing Party notice of the information to be disclosed as far in advance of its disclosure as practicable and the Receiving Party uses its commercially reasonable efforts, at the Disclosing Party's expense, to ensure that confidential treatment will be accorded to all such disclosed Confidential Information.

9. **Completeness of Confidential Information**. Each Receiving Party acknowledges and agrees that neither the Disclosing Party nor any of the Disclosing Party's Representatives nor any of their respective officers, directors, employees, agents or "controlling persons" (within the meaning of Section 20 of the Securities Exchange Act of 1934, as amended), (a) has made or makes any express or implied representation or warranty as to the accuracy or completeness of the Confidential Information provided by such Disclosing Party, or (b) will have any liability whatsoever to the Receiving Party or any of its Representatives resulting from or relating to any use of the Confidential Information or any errors therein or omissions therefrom. Each Receiving Party further agrees that it is not entitled to rely on the accuracy or completeness of the Confidential Information received by it, and that it will only be entitled to rely on such representations and warranties as may be included in any definitive agreement with respect to the Transaction, subject to such limitations and restrictions as may be contained therein.

10. **Return of Confidential Information**. Upon a decision by a Party not to pursue the Transaction, such Party shall promptly inform the other Party in writing of such decision. Upon the written request of the Disclosing Party in question, the Receiving Party in question and its Representatives will, at such Receiving Party's option, either destroy all Confidential Information and Notes in its possession, or turn them over to the Disclosing Party, and no copy thereof will be retained by the Receiving Party or its Representatives. Notwithstanding the foregoing, the Receiving Party and

its Representatives (a) shall be permitted to maintain one copy of Confidential Information and Notes for audit and enforcement purposes, (b) are not required to alter their normal record retention polices, (c) shall not be required to erase Confidential Information contained in an automatic computer back-up system recovery, (d) may retain Confidential Information to the extent required by law or regulation, and (e) may retain one copy of Confidential Information and Notes for the purposes of resolving any disputes that may arise hereunder or pursuant to a Transaction, but in each of the foregoing cases the Receiving Party in question and its Representatives shall retain all such materials subject to the confidentiality obligations contained herein and shall take reasonable precautions to ensure that retained information remains secure. The Receiving Party will deliver to the Disclosing Party a certificate that it, along with its Representatives, have complied with the requirements of this Paragraph 10. Notwithstanding the return, deletion or destruction of the Confidential Information, each Receiving Party and its Representatives will continue to be bound by all obligations of confidentiality and other obligations under this Agreement.

11. **No Legal Obligation**. None of the Parties will be under any legal obligation with respect to a Transaction unless and until a definitive agreement between the Parties is executed and delivered.

12. **Equitable Relief and Other Remedies**. Each Receiving Party acknowledges and agrees that the Disclosing Party in question may be damaged irreparably if any provision of this Agreement were not performed in accordance with its specific terms or were otherwise breached. Accordingly, each Disclosing Party will be entitled to equitable relief, including, without limitation, an injunction or injunctions to prevent breaches of the provisions of this Agreement and to enforce specifically this Agreement and its provisions in any action or proceeding instituted in any state or federal court located the State of Delaware having jurisdiction over the Parties and the matter (the "***Designated Forum***"), in addition to any other remedy to which the Disclosing Party may be entitled, at law or in equity. Except as expressly provided herein, the rights, obligations and remedies created by this Agreement are cumulative and in addition to any other rights, obligations or remedies otherwise available at law or in equity. Except as expressly provided herein, nothing herein will be considered an election of remedies.

13. **Submission to Jurisdiction**. Any action, suit or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement will only be brought in any state or federal court located in the Designated Forum, and each Party consents to the exclusive jurisdiction and venue of such courts (and of the appropriate appellate courts therefrom) in any such action, suit or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection

that it may now or hereafter have to the laying of the venue of any such action, suit or proceeding in any such court or that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum. Process in any such action, suit or proceeding may be served on either Party anywhere in the world, whether within or outside the jurisdiction of any such court. Without limiting the foregoing, service of process on either Party or its Representatives at the address specified in Paragraph 19 of this Agreement for such party will be deemed effective service of process.

14. **Governing Law**. This Agreement will be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to any choice of law principles. This Agreement may not be amended or modified except by a writing signed by both of the Parties.

15. **Extension or Waiver**. Either Party may (a) extend the time for the performance of any of the obligations of the other Parties under this Agreement, and/or (b) waive compliance with any of the agreements or conditions for such Party's benefit contained herein. Any such extension or waiver will be valid only if set forth in a writing signed by the Party granting such extension or waiver. No waiver by any Party of any default, misrepresentation or breach hereunder, whether intentional or not, may be deemed to extend to any prior or subsequent default, misrepresentation or breach hereunder or affect in any way any rights arising because of any prior or subsequent such occurrence. Neither the failure nor any delay by any Party to exercise any right or remedy under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right or remedy preclude any other or further exercise of the same or of any other right or remedy.

16. **Severability**. The provisions of this Agreement will be deemed severable and the invalidity or unenforceability of any provision will not affect the validity or enforceability of the other provisions hereof; provided that if any provision of this Agreement, as applied to any Party or to any circumstance, is judicially determined not to be enforceable in accordance with its terms, the Parties agree that the court judicially making such determination may modify the provision in a manner consistent with its objectives such that it is enforceable, and/or delete specific words or phrases, and in its modified form, such provision will then be enforceable and will be enforced.

17. **Securities Laws**. Each Party acknowledges that it is aware that the securities laws of the United States (as well as stock exchange regulations) prohibit any person who has material, non-public information concerning a Party or a possible transaction involving a Party from purchasing or selling that Party's securities when in possession of such information and from communicating such information to any other person or entity under circumstances in which it is reasonably foreseeable that such person or entity is likely to purchase or sell such securities in reliance upon such information.

18. **Term**. Except as otherwise expressly set forth herein, the obligations of the Parties under this Agreement will terminate on the second anniversary of the date of this Agreement.

19. **Entire Agreement**. This Agreement constitutes the entire agreement and understanding of the Parties in respect of the subject matter hereof and supersedes all prior understandings, agreements or representations by or among the Parties, written or oral, to the extent they relate in any way to the subject matter hereof.

20. **Assignment**. No Party may assign either this Agreement or any of its rights, interests or obligations hereunder without the prior written approval of the other Party, and any such assignment by a Party without prior written approval of the other Parties will be deemed invalid and not binding on such other Party.

21. **Counterparts**. This Agreement may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. This Agreement will become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Parties, which delivery may be made by exchange of copies of the signature page by facsimile or electronic mail transmission.

22. **Notices**. All notices, requests and other communications provided for or permitted to be given under this Agreement must be in writing and must be given by personal delivery, by certified or registered United States mail (postage prepaid, return receipt requested), by a nationally recognized overnight delivery service for next day delivery, or by facsimile transmission, to the intended recipient at the address set forth for the recipient on the signature page (or to such other address as any Party may give in a notice given in accordance with the provisions hereof). All notices, requests or other communications will be effective and deemed given only as follows: (i) if given by personal delivery, upon such personal delivery, (ii) if sent by certified or registered mail, on the fifth business day after being deposited in the United States mail or (iii) if sent for next day delivery by overnight delivery service, on the date of delivery as confirmed by written confirmation of delivery. Notices, requests and other communications sent in any other manner, including by electronic mail, will not be effective.

23. **Other**. With respect to personal data contained in any Confidential Information, each Disclosing Party confirm that disclosure to and use by the Receiving Party and its Representatives pursuant to the terms of this Agreement will be in accordance with applicable data protection laws and

regulations. For purposes of this paragraph, “personal data” means information that relates to a living individual who can be identified or who is identifiable.

If you are in agreement with the foregoing, please sign and return the enclosed copy this letter which will constitute the Agreement with respect to the subject matter of this letter as of the date first above written.

Very truly yours,
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: ______________________________

Name: Kelcy L. Warren
Title: Chief Executive Officer

3738 Oak Lawn Avenue
Dallas, Texas 75219

AGREED AND ACCEPTED:

Regency Energy Partners LP

By: Regency GP LP, its general partner

By: Regency GP LLC, its general partner

By: ______________________________
Name:
Title:

2001 Bryan Street, Suite 3700
Dallas, Texas 75201

APPENDIX D

INITIAL STATEMENT

STATEMENT OF POLICIES RELATING TO POTENTIAL CONFLICTS AMONG ENERGY TRANSFER PARTNERS, L.P., ENERGY TRANSFER EQUITY, L.P. AND REGENCY ENERGY PARTNERS, L.P.

This Statement of Policies Related to Potential Conflicts among Energy Transfer Partners, L.P., Energy Transfer Equity, L.P. and Regency Energy Partners, L.P. (the "Statement") specifies the policies and procedures that have been adopted by Energy Transfer Equity, L.P. ("ETE"), Energy Transfer Partners, L.P. ("ETP") and Regency Energy Partners LP ("Regency"), as authorized and approved by their respective general partners as of May 26, 2010, to address potential conflicts among, and protect the confidential and proprietary information of, ETE, ETP and Regency.

Corporate Governance

Independent Directors. Each of ETE GP, ETP GP and Regency GP will have at least three Independent Directors (as defined below) on its board of directors.

Directors and Invited Guests to Board Meetings. No director, officer, employee or other representative of any of the Energy Transfer Entities or any of the Enterprise Entities will serve on the board of directors of Regency GP, and no director, officer, employee or other representative of Regency GP, Regency or their respective subsidiaries (collectively, the "Regency Entities") will serve on the board of directors of ETE GP or ETP GP; provided, however, that ETE, as the direct or indirect owner of 100% of the member interests of Regency GP, may appoint one or more individuals who is not an officer, director or employee of ETP GP, ETP or any of their respective subsidiaries or any of the Enterprise Entities (each such individual, an "ETE Representative") to serve on the board of directors of Regency GP subject to (i) the restriction related to Commercially Sensitive Information set forth in this Statement, (ii) such individual's acknowledgement and agreement that, in the event that any of the relevant antitrust authorities require any such individual to terminate such individual's position as a director of Regency GP based on antitrust law, such individual will promptly resign from the board of directors of Regency GP, and (iii) such person's written acknowledgement of such restriction in the form provided in Appendix A to this Statement. In addition, the participation by any officer, director, employee or other representative of the Energy Transfer Entities as an invited guest at any meeting of the board of directors of Regency GP will also be subject to (i) the restriction related to Commercially Sensitive Information set forth in this Statement and (ii) such person's written acknowledgement of such restriction in the form provided in Appendix A to this Statement.

Separate Employees

None of the Energy Transfer Entities will employ any person who is, or was within the prior six months (or the prior 12 months in the case of a management level employee), an employee of any of the Regency Entities (other than any employee of the Energy Transfer Entities on the date hereof) without prior approval of one of the Screening Officers of ETP. None of the Regency Entities will employ any person who is, or was within the prior six months (or the prior 12 months in the case of a management level employee), an employee of any of the Energy Transfer Entities (other than any employee of the Regency Entities on the date hereof) without prior approval of one of the Screening Officers of Regency.

Transactions Between Energy Transfer Entities and Regency Entities

Any material transaction between any of the Energy Transfer Entities, on the one hand, and the Regency Entities, on the other hand, will require (a) if the transaction relates to ETE, the prior approval of any of (i) the Board of Directors of ETE GP, (ii) the Conflicts Committee of the Board of Directors of ETE GP or (iii) another duly authorized committee of the Board of Directors of ETE GP), (b) if the transaction relates to ETP, the prior approval of any of (i) the Board of Directors of ETP GP, (ii) the Conflicts Committee of the Board of Directors of ETP GP or (iii) another duly authorized committee of the Board of directors of ETP GP and (c) if the transaction relates to Regency, the prior approval of the Conflicts Committee of the Board of Directors of Regency GP. In addition, each of ETE, ETP and Regency will be subject to their obligations under their respective credit agreements related to transactions with affiliates**.**

Screening of Commercially Sensitive Information; Business Opportunities

The Energy Transfer Entities will take reasonable precautions to ensure that the Energy Transfer Entities do not provide information to any of the Regency Entities, or any of their respective directors, officers, employees or representatives that the ETP Screening Committee reasonably determines in good faith to be Commercially Sensitive Information related to the Energy Transfer Entities; provided that, in the event that the Commercially Sensitive Information relates to an opportunity identified by any of the Energy Transfer Entities to acquire a business, asset or entity or to develop or construct any new pipeline, gathering system, storage facility or other facility and the ETP Screening Committee reasonably determines that such opportunity is not an opportunity that the Energy Transfer Entities desire to pursue due to the projected economics related to such opportunity, the capital requirements related to such opportunity, the strategic implications of such opportunity or other factors, then the ETP Screening Committee will seek approval of the Conflicts Committee of the Board of Directors of ETP GP (or another duly authorized committee of the Board of Directors of ETE GP) and, in the event such approval is obtained, the ETP Screening Committee will be permitted to present such opportunity to Regency.

The Regency Entities will take reasonable precautions to ensure that the Regency Entities do not provide information to any of the Energy Transfer Entities, or any of their respective directors, officers, employees or representatives, that the Regency Screening Committee reasonably determines in good faith to be Commercially Sensitive Information related to the Regency Entities; provided that, in the event that the Commercially Sensitive Information relates to an opportunity identified by any of the Regency Entities to acquire a business, asset or entity or to develop or construct any new pipeline, gathering system, storage facility or other facility and the Regency Screening Committee reasonably determines that such opportunity is not an opportunity that the

Regency Entities desire to pursue due to the projected economics related to such opportunity, the capital requirements related to such opportunity, the strategic implications of such opportunity or other factors, then the Regency Screening Committee will seek approval of the Conflicts Committee of the Board of Directors of Regency GP and, in the event such approval is obtained, the Regency Screening Committee will be permitted to present such opportunity to ETP.

The Energy Transfer Entities will take reasonable precaution to ensure that the Energy Transfer Entities do not provide to any of the Enterprise Entities any Commercially Sensitive Information related to the Regency Entities.

Any officer, director, employee or other representative of the Energy Transfer Entities who attends a board meeting of Regency GP must take reasonable precautions not to provide at, in connection with, or arising out of such meeting or such attendance any Commercially Sensitive Information relating to any of the Energy Transfer Entities to any of the representatives, employees, officers or directors of any of the Regency Entities. The General Counsel of Regency or such other legal counsel designated by the General Counsel of Regency shall be present at all such meetings, to the extent reasonably practicable, in order to identify any Commercially Sensitive Information that is presented or discussed.

Definitions

For purposes of this statement, capitalized terms used but not defined above shall have the following meanings:

"*Commercially Sensitive Information*" shall mean, with respect to any Person, information about (1) Commercial Development Activities or (2) other competitively sensitive information of such Person related to Potentially Overlapping Business including, without limitation, (i) information regarding the names of or prices, costs, margins, volumes and contractual terms for any current or potential customer, (ii) any method, tool or computer program used to determine prices for any asset or service, (iii) all plans or strategies used or adopted to negotiate, target or identify a current or potential customer or group of customers for any asset or service or to expand existing service offerings or offer a new service, (iv) all information regarding plans and prospective budgets to expand an existing facility or build a new facility, (v) all information regarding a proposal to buy an existing facility, (vi) information related to the capacity and capacity utilization of any facility, (vii) information regarding any opportunity to acquire a business, asset or entity or to develop or construct any new interstate or intrastate natural gas pipeline, interstate or intrastate natural gas liquids pipeline, natural gas gathering system, natural gas treating, processing or fractionating facilities, natural gas storage facility, or any other midstream natural gas assets or facilities; any natural gas compression services business or assets; any wholesale or retail propane facility or business; any other midstream or natural gas related assets, such as compression facilities, shipping facilities or marketing assets and (viii) any other confidential information regarding any Person that owns, operates or is an affiliate of any Person that is identified in clauses (i) through (vi) if the sharing of such information by such Person with another party to this Statement would reasonably be expected to constitute a violation of any fiduciary duty, law or any contract to which such Person is a party, provided, however, that Commercially Sensitive Information related to a Person shall not include any information that is otherwise in the public domain.

"*Commercial Development Activities*" shall mean information with respect to (i) proposed changes to or transactions involving any Potentially Overlapping Business, (ii) any plans and strategies dealing with Potentially Overlapping Business and (iii) any opportunities to construct or acquire, directly or indirectly (including, without limitation, by means of joint venture or by means of acquisition of assets, equity interest in an entity, contractual rights to capacity or use, or otherwise), any interstate or intrastate natural gas pipeline, interstate or intrastate natural gas liquids pipeline, natural gas gathering system, natural gas treating, processing or fractionating facilities, natural gas storage facility, or any other midstream natural gas assets or facilities; any natural gas compression services business or assets; any wholesale or retail propane facility or business; any other midstream or natural gas related assets, such as compression facilities, shipping facilities or marketing assets.

"*Energy Transfer Entities*" shall mean ETE GP, ETP GP, ETE, ETP or their respective subsidiaries (excluding Regency GP, Regency GP LP, Regency or any of their respective subsidiaries).

"*Enterprise Entities*" shall mean EPE, EPE GP and their respective subsidiaries (excluding any of the Energy Transfer Entities).

"*EPE*" shall mean Enterprise GP Holdings L.P.

"*EPE GP*" shall mean EPE Holdings, LLC, the general partner of EPE.

"*ETE GP*" shall mean LE GP, LLC, the general partner of ETE.

"*ETP GP*" shall mean Energy Transfer Partners, L.L.C., the general partner of Energy Transfer Partners GP, L.P., the general partner of ETP.

"*ETP Screening Committee*" means a committee comprised of the Chief Executive Officer, Chief Financial Officer and the General Counsel of ETP.

"*Independent Director*" shall mean, with respect to any of ETE GP, ETP GP or Regency GP, an individual director who meets the independence, qualification and experience requirements established by the Securities Exchange Act of 1934, as amended, and the rules and regulations of the Securities and Exchange Commission thereunder, and by The New York Stock Exchange or the Nasdaq Global Select Market, as applicable, as applied to ETE GP, ETP GP or Regency GP, as the case may be.

"*Person*" means any corporation, partnership or other entity.

“*Potentially Overlapping Business*” shall mean, with respect to the Energy Transfer Entities, such assets, business operations or business opportunities of the Energy Transfer Entities that are, or could potentially be competitive with the assets, business operations or business opportunities of the Regency Entities and shall mean, with respect to the Regency Entities, such assets, business operations or business opportunities of the Regency Entities that are, or could potentially be competitive with the assets, business operations or business opportunities of the Energy Transfer Entities.

“*Regency GP*” means Regency GP, LLC, the general partner of Regency GP LP.

“*Regency GP LP*” means Regency GP LP, the general partner of Regency.

“*Regency Screening Committee*” means a committee comprised of the Chief Executive Officer, Chief Financial Officer and the General Counsel of Regency.

“*Screening Officer*” shall mean, with respect to any of ETE, ETP or Regency, any of the respective Chief Executive Officer, President, Chief Financial Officer, General Counsel or Chief Compliance Officer of such entity.

APPENDIX A

ACKNOWLEDGEMENT OF PROVISIONS RELATED TO SCREENING OF
COMMERCIALLY SENSITIVE INFORMATION

I, , certify as to the following:

10.1 I acknowledge and accept the terms and conditions of the Statement of Policies Relating to Potential Conflicts Among Energy Transfer Equity, L.P., Energy Transfer Partners, L.P. and Regency Energy Partners LP, dated May 26, 2010 (hereinafter the “Statement”);

10.2 I understand that my access to Commercially Sensitive Information (as that term is defined in the Statement) of any of the Regency Entities is governed by, and subject to, the provisions relating to the “Screening of Commercially Sensitive Information” set forth in the Statement;

10.3 I agree to be bound by the provisions relating to the “Screening of Commercially Sensitive Information” set forth in the Statement; and

10.4 I agree not to provide to any of the directors, officers, employees or other representatives of any of the Energy Transfer Entities (as defined in the Statement) any Commercially Sensitive Information related to any of the Regency Entities.

Printed Name

Signature

Position/Title

Name of Company

Executed this day of , .