

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

FORM 8-K

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

**August 10, 2010
Date of Report (Date of earliest event reported)**

ENERGY TRANSFER PARTNERS, L.P.

(Exact name of Registrant as specified in its charter)

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

**1-11727
(Commission
File Number)**

**73-1493906
(IRS Employer
Identification Number)**

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

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

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

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 5.03. Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.

On August 10, 2010, the board of directors of LE GP, LLC (“LE GP”), the general partner of Energy Transfer Equity, L.P. (“ETE”), approved the Fourth Amended and Restated Limited Liability Company Agreement of Energy Transfer Partners, L.L.C. (the “Amended and Restated ETP LLC Agreement”), and this amendment became effective on August 10, 2010. A copy of the Amended and Restated ETP LLC Agreement is filed as Exhibit 3.1 to this Current Report on Form 8-K and is incorporated herein by reference.

ETE owns 100% of the limited liability company interests in Energy Transfer Partners, L.L.C. (“ETP LLC”), which is the general partner of Energy Transfer Partners GP, L.P., which in turn is the general partner of Energy Transfer Partners, L.P. (“ETP”).

The Amended and Restated ETP LLC Agreement amends the existing Third Amended and Restated Limited Liability Company Agreement to provide that the following actions will require the approval of a majority of the members of the board of directors of ETP LLC, including at least one independent director of such board:

- (i) any action to make, or consent to, a general assignment for the benefit of creditors of ETP;
- (ii) any action to file, or consent to the filing of, any petition for relief under the U.S. Bankruptcy Code naming ETP or otherwise seek relief for ETP from its debts or protection generally from its creditors;
- (iii) any action to file, or consent to the filing of, a petition seeking a liquidation, dissolution or arrangement of ETP; and
- (iv) any action to file a pleading admitting, or failing to contest, the material allegations of a petition filed against ETP in a proceeding of the type described in (i) through (iii) above.

The Amended and Restated ETP LLC Agreement also includes certain administrative amendments to the existing agreement.

Item 8.01. Other Events.

As of August 10, 2010, the respective conflicts committees and the boards of directors of LE GP, ETP LLC, and Regency GP LLC, adopted the Statement of Policies Related to Potential Conflicts among Energy Transfer Partners, L.P., Energy Transfer Equity, L.P. and Regency Energy Partners LP (the “Conflicts Policy”), and this Conflicts Policy became effective as of August 10, 2010. A copy of the Conflicts Policy is filed as Exhibit 99.1 to this Current Report on Form 8-K and is incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

- (d) Exhibits.

<u>Exhibit No.</u>	<u>Description of the Exhibit</u>
3.1	Fourth Amended and Restated Limited Liability Company Agreement of Energy Transfer Partners, L.L.C., dated August 10, 2010.
99.1	Statement of Policies Related to Potential Conflicts among Energy Transfer Partners, L.P., Energy Transfer Equity, L.P. and Regency Energy Partners LP, dated as of August 10, 2010.

SIGNATURES

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

Energy Transfer Partners, L.P.

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

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

Date: August 10, 2010

/s/ Martin Salinas, Jr.

Martin Salinas, Jr.
Chief Financial Officer

**FOURTH AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF**

ENERGY TRANSFER PARTNERS, L.L.C.

a Delaware limited liability company

August 10, 2010

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FOURTH AMENDED AND RESTATED

LIMITED LIABILITY COMPANY AGREEMENT

OF

ENERGY TRANSFER PARTNERS, L.L.C.

A Delaware Limited Liability Company

This Fourth Amended and Restated Limited Liability Company Agreement (this “*Agreement*”) of Energy Transfer Partners, L.L.C. (the “*Company*”), dated as of August 10, 2010 (the “*Effective Date*”), is entered into by Energy Transfer Equity, L.P., a Delaware limited partnership and the sole member of the Company (the “*Member*”).

Recitals

1. AGL Propane, Inc., a Georgia corporation, Peoples Gas Company, a Florida corporation, Piedmont Propane Company, a North Carolina corporation, and United Cities Propane Gas, Inc., a Tennessee corporation (such entities, collectively, the “*Organizational Members*”) formed Equity Transfer Partners, L.L.C. (formerly, U.S. Propane, L.L.C.) as a Delaware limited liability company by the filing of a Certificate of Formation (the “*Delaware Certificate*”) with the Delaware Secretary of State on March 3, 2000 (the “*Formation Date*”), and the execution of that certain Limited Liability Company Agreement of the Company, dated as of March 2, 2000 (the “*Original Agreement*”).

2. Effective as of August 10, 2000, the Original Agreement was amended and restated in its entirety and, effective June 16, 2005, was further amended by the First Amendment (as so amended, the “*Amended LLC Agreement*”).

3. Effective as of January 20, 2004, the Member acquired all of the outstanding member interests in the Company.

4. On September 22, 2004, FHM Investments, L.L.C., a Nevada limited liability company (“*FHM*”) acquired from the Member a five percent (5%) interest in the outstanding member interests in the Company, which interests were subsequently repurchased by the Member effective June 15, 2005.

5. Effective as of February 8, 2006, the Amended LLC Agreement was amended and restated in its entirety by the Second Amended and Restated Limited Liability Company Agreement (the “*Second Amended LLC Agreement*”).

6. Effective as of April 17, 2007, the Second Amended LLC Agreement was amended and restated in its entirety by the Third Amended and Restated Limited Liability Company Agreement (the “*Third Amended LLC Agreement*”).

7. The Company desires to amend and restate the Third Amended LLC Agreement as provided herein.

Agreement

The Member hereby agrees as follows:

Article 1

Definitions

1.1 Definitions. As used in this Agreement, the following terms have the respective meanings set forth below or set forth in the Sections referred to below (and grammatical variations of such terms have correlative meanings):

“*Acquisition*” means any acquisition by the Company or the Partnership of all or substantially all of the interest in any company or business (whether by a purchase of assets, purchase of stock, merger or otherwise).

“*Act*” means the Delaware Limited Liability Company Act.

“*Affiliate*” means, with respect to any Person, any other Person that directly or indirectly through one or more intermediaries controls, is controlled by or is under common control with, the Person in question. As used herein, the term “*control*” means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise.

“*Agreed Value*” of any Contributed Property means the fair market value of such property or other consideration at the time of contribution as determined by the General Partner. The Board shall use such method as it determines to be appropriate to allocate the aggregate Agreed Value of Contributed Properties contributed to the Partnership in a single or integrated transaction among each separate property on a basis proportional to the fair market value of each Contributed Property.

“*Agreement*” is defined in the introductory paragraph.

“*Applicable Law*” means any Law to which a specified Person or property is subject.

“*Authorized Person*” is defined in [Section 6.5\(a\)](#).

“*Available Cash*” means, as of any Distribution Date,

(a) all cash and cash equivalents of the Company on hand on such date, less

(b) the amount of any cash reserves that is necessary or appropriate in the reasonable discretion of the Board to (i) provide for the proper conduct of the business of the Company (including reserves for future capital expenditures, Acquisitions and for anticipated future working capital and other credit needs of the business of the Company) subsequent to such date

or (ii) comply with Applicable Law or any loan agreement, security agreement, mortgage, debt instrument or other agreement or obligation to which the Company is a party or by which it is bound or its assets are subject.

Notwithstanding the foregoing, “*Available Cash*” with respect to the Quarter in which the Liquidation Date occurs and any subsequent Quarter shall equal zero.

“*Bankruptcy*” means, with respect to any Person, (a) such Person (i) makes a general assignment for the benefit of creditors; (ii) files a voluntary bankruptcy petition; (iii) becomes the subject of an order for relief or is declared insolvent in any federal or state bankruptcy or insolvency proceedings; (iv) files a petition or answer seeking for such Person a reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any Law; (v) files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against such Person in a proceeding of the type described in subclauses (i) through (iv) of this clause (a); or (vi) seeks, consents to, or acquiesces in the appointment of a trustee, receiver, or liquidator of such Person or of all or any substantial part of such Person’s properties; or (b) a proceeding against such Person seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any Law has been commenced and 120 days have expired without dismissal thereof or with respect to which, without such Person’s consent or acquiescence, a trustee, receiver, or liquidator of such Person or of all or any substantial part of such Person’s properties has been appointed and 90 days have expired without the appointment having been vacated or stayed, or 90 days have expired after the date of expiration of a stay, if the appointment has not previously been vacated.

“*Board*” is defined in [Section 6.1](#).

“*Capital Account*” means the capital account maintained for a Member pursuant to [Section 5.1](#).

“*Capital Contribution*” means any cash, cash equivalents or the Net Agreed Value of any Contributed Property that a Member contributes to the Company pursuant to this Agreement. Any reference in this Agreement to the Capital Contribution of a Member shall include a Capital Contribution of its predecessors-in-interest.

“*Carrying Value*” means (a) with respect to a Contributed Property, the Agreed Value of such property reduced (but not below zero) by all depreciation, amortization, and cost recovery deductions charged to each Member’s Capital Account in respect of such Contributed Property, and (b) with respect to any other Company Assets, the adjusted basis of such Company Assets for federal income tax purposes, all as of the time of determination. The Carrying Value of any property shall be adjusted from time to time to reflect changes, additions, or other adjustments to the Carrying Value for dispositions and acquisitions of Company properties, as approved by the Board.

“*Certificate*” means a certificate, substantially in the form of [Exhibit B](#) to this Agreement or in such other form as may be adopted by the Board in its discretion, issued by the Company evidencing ownership of one of more Units.

“*Claim*” means any and all judgments, claims, causes of action, demands, lawsuits, suits, proceedings, Governmental investigations or audits, losses, assessments, fines, penalties, administrative orders, obligations, costs, expenses, liabilities and damages (whether actual, consequential or punitive), including interest, penalties, reasonable attorney’s fees, disbursements and costs of investigations, deficiencies, levies and duties.

“*Code*” means the Internal Revenue Code of 1986, as amended and in effect from time to time. Any reference herein to a specific section or sections of the Code shall be deemed to include a reference to a corresponding provision of any successor law.

“*Company*” is defined in Recital 1.

“*Company Assets*” means the assets and properties of the Company of every kind, character and description, whether tangible, intangible, real, personal or mixed, and wherever located.

“*Confidential Information*” means all information and data relating to the Company or its Affiliates (other than a Member), including proposed strategic business plans, financial information, business opportunities, pro forma information and employee matters.

“*Contract*” means any agreement, contract, obligation, promise, or undertaking (whether written or oral and whether express or implied) that is legally binding.

“*Contributed Property*” means each property or other asset, in such form as may be permitted by the Act, but excluding cash or cash equivalents, contributed or deemed contributed by the Company.

“*Delaware Certificate*” is defined in Recital 1.

“*Dissolution Event*” is defined in Section 8.1(a).

“*Distribution Date*” means any date upon which the Partnership makes a distribution of cash to the Company.

“*Effective Date*” is defined in the introductory paragraph.

“*Extraordinary Approval*” means written approval of Energy Transfer Equity, L.P.

“*Fiscal Year*” is defined in Section 7.1(b).

“*Formation Date*” is defined in Recital 1.

“*Governmental Authority*” (or “*Governmental*”) means a federal, state, local or foreign governmental authority; a state, province, commonwealth, territory or district thereof a county or parish; a city, town, township, village or other municipality; a district, ward or other subdivision of any of the foregoing; any executive, legislative or other governing body of any of the foregoing; any agency, authority, board, department, system, service, office, commission,

committee, council or other administrative body of any of the foregoing; any court or other judicial body; and any officer, official or other representative of any of the foregoing.

“*Indemnitee*” means each of (a) the Company and any Person who is or was an Affiliate of the Company, (b) any Person who is or was a member, director, officer, fiduciary or trustee of the Company, (c) any Person who is or was an officer, member, partner, director, employee, agent or trustee of the Company or any Affiliate of the Company, or any Affiliate of any such Person, and (d) any Person who is or was serving at the request of the Company or any such Affiliate as a director, officer, employee, member, partner, agent, fiduciary or trustee of another Person; provided, that a Person shall not be an Indemnitee by reason of providing, on a fee-for- services basis, trustee, fiduciary or custodial services and (e) any Person the Company designates as an “Indemnitee” for purposes of this Agreement.

“*Law*” means any applicable constitutional provision, statute, act, code (including the Code), law, regulation, rule, ordinance, order, decree, ruling, proclamation, resolution, judgment, decision, declaration, or interpretative or advisory opinion or letter of a Governmental Authority having valid jurisdiction.

“*Limited Partner Interest*” means the ownership interest of a Limited Partner in the Partnership, and includes any and all benefits to which such Limited Partner is entitled as provided in the Partnership Agreement, together with all obligations of such Limited Partner to comply with the terms and provisions of the Partnership Agreement.

“*Liquidation Date*” means the date on which a Dissolution Event arises pursuant to Section 8.1.

“*Liquidator*” is defined in Section 8.2(a).

“*Majority Vote*” means approval by a majority of the Directors.

“*Member*” means Energy Transfer Equity, L.P. and any Person hereafter admitted to the Company as a Member as provided in this Agreement, but such term does not include any Person who has ceased to be a Member of the Company.

“*Member Approval*” means approval of the Member.

“*Member Interest*” means the ownership interest of a Member in the Company, and includes any and all benefits to which such Member is entitled as provided in this Agreement, together with all obligations of such Member to comply with the terms and provisions of this Agreement.

“*MLP*” means Energy Transfer Partners, L.P., a Delaware limited partnership.

“*MLP Interests*” means the limited partner interests of the MLP, regardless of class or category of limited partner interests.

“*MLP Partnership Agreement*” means the Amended and Restated Agreement of Limited Partnership of the MLP, as amended or restated from time to time.

“*Net Agreed Value*” means (a) in the case of any Contributed Property, the Agreed Value of such property reduced by any liabilities either assumed by the Company upon such contribution or to which such property is subject when contributed as set forth on Exhibit A and (b) in the case of any property distributed to a Member by the Company, the Company’s Carrying Value of such property at the time such property is distributed, reduced by any indebtedness either assumed by such Member upon such distribution or to which such property is subject at the time of distribution, in either case, as determined under Section 752 of the Code.

“*Officers*” is defined in Section 6.2(a).

“*Organizational Members*” is defined in Recital 1.

“*Original Agreement*” is defined in Recital 1.

“*Partnership*” means Energy Transfer Partners GP, L.P., a Delaware limited partnership.

“*Partnership Agreement*” means the Amended and Restated Agreement of Limited Partnership of the Partnership dated as of June 27, 1996 as amended from time to time.

“*Person*” means the meaning assigned to that term in Section 18-101(12) of the Act and also includes a Governmental Authority and any other entity.

“*Quarter*” means, unless the context requires otherwise, a fiscal quarter of the Company.

“*Record Holder*” means the Person in whose name a Unit is registered on the books of the Company as of the opening of business on a particular day.

“*Sharing Ratio*” means the percentage specified for a Member as its Sharing Ratio on Exhibit A (subject to any adjustments or amendments in accordance with this Agreement, in connection with a Transfer or purchase of a Member Interest or in connection with any issuance of Units); *provided, however*, that the total of all Sharing Ratios shall always equal 100 percent.

“*Special Vote*” means, with respect to any matter, the approval of the Directors by Majority Vote provided that at least one Independent Director has voted in favor of such matter.

“*Subsidiary*” means, with respect to any Person, (a) a corporation of which more than 50% of the voting power of shares entitled (without regard to the occurrence of any contingency) to vote in the election of directors or other governing body of such corporation is owned, directly or indirectly, at the date of determination, by such Person, by one or more Subsidiaries of such Person or a combination thereof, (b) a partnership (whether general or limited) in which such Person or a Subsidiary of such Person is, at the date of determination, a general or limited partner of such partnership, but only if more than 50% of the partnership interests of such partnership (considering all of the partnership interests of the partnership as a single class) is owned, directly or indirectly, at the date of determination, by such Person, by one or more Subsidiaries of such Person, or a combination thereof, or (c) any other Person (other than a corporation or a partnership) in which such Person, one or more Subsidiaries of such Person, or a combination thereof, directly or indirectly, at the date of determination, has (i) at least a majority ownership

interest or (ii) the power to elect or direct the election of a majority of the directors or other governing body of such Person.

“*Term*” is defined in [Section 2.6](#).

“*Transfer*” when used in this Agreement with respect to a Member Interest, shall be deemed to refer to a transaction by which a Member assigns its Member Interest to another Person, and includes a sale, assignment, gift, pledge, encumbrance, hypothecation, mortgage, exchange, or any other disposition by law or otherwise.

“*Treasury Regulations*” means the Income Tax Regulations promulgated under the Code.

“*Unanimous Vote*” means approval by all of the Directors.

“*Unit*” means a Member Interest of a Member in the Company representing a fractional part of the Member Interests of all Members.

“*U.S. GAAP*” means United States generally accepted accounting principles as in effect on the applicable date.

Other terms defined herein have the meanings so given them.

1.2 Construction. Unless the context requires otherwise: (a) the gender (or lack of gender) of all words used in this Agreement includes the masculine, feminine, and neuter; (b) the term “include” or “includes” means “includes, without limitation,” and “including” means “including, without limitation”; (c) references to Articles and Sections refer to Articles and Sections of this Agreement; (d) references to Exhibits refer to the Exhibits attached to this Agreement, which are made a part hereof for all purposes; (e) references to Laws refer to such Laws as they may be amended from time to time, and references to particular provisions of a Law include any corresponding provisions of any succeeding Law; and (f) references to money refer to legal currency of the United States of America.

Article 2

Organization

2.1 Formation; Continuation; Amendment and Restatement. The Company was formed as a Delaware limited liability company by the filing of the Delaware Certificate, as of the Formation Date. The Member ratifies the organization and formation of the Company and continues the Company, pursuant to the terms and conditions of this Agreement. This Agreement amends and restates in its entirety and supersedes the Amended LLC Agreement, which shall have no further force or effect. The rights and liabilities of the Member shall be as provided in the Act, except as may be expressly provided otherwise in this Agreement. All Member Interests shall constitute personal property of the owner thereof for all purposes.

2.2 Name. The name of the Company shall continue to be “Energy Transfer Partners, L.L.C.,” and all Company business must be conducted in that name or such other names that comply with Law as the Board selects.

2.3 Registered Office; Registered Agent; Principal Office in the United States; Other Offices. Unless and until changed by the Board, the registered office of the Company in the State of Delaware shall be located at 1209 Orange Street, Suite 400, Wilmington, Delaware 19801, and the registered agent for service of process on the Company in the State of Delaware at such registered office shall be The Corporation Trust Company. The principal office of the Company shall be located at 2838 Woodside Street, Dallas, Texas 75204 or such other place as the Board may from time to time designate by notice to the Member. The Company may maintain offices at such other place or places within or outside the State of Delaware as the Board deems necessary or appropriate.

2.4 Purposes. The purposes of the Company are to engage in the following activities: (a) serving as the general partner of the Partnership and, in connection therewith, exercising all the rights and powers conferred upon the Company as a general partner in the Partnership pursuant to the Partnership Agreement or otherwise, (b) engaging directly in, or entering into or forming any corporation, partnership, joint venture, limited liability company or other arrangement to engage directly in, any business activity that the Partnership, the MLP or any of their respective subsidiaries is permitted to engage in pursuant to their respective agreements of limited partnership and, in connection therewith, exercising all of the rights and powers conferred upon the Partnership pursuant to the agreements relating to such business activity, (c) engaging directly in, or entering into or forming any corporation, partnership, joint venture, limited liability company or other arrangement to engage indirectly in, any business activity that is approved by the Board pursuant to the provisions of Article 6 and which lawfully may be conducted by a limited liability company pursuant to the Act and, in connection therewith, exercising all of the rights and powers conferred upon the Company pursuant to the agreements relating to such business activity, and (d) engaging in activities incidental or reasonably related to, resulting from, or otherwise necessary or convenient to facilitate, the activities referred to in the foregoing clauses (a) through (c). The Board has no obligation or duty to the Partnership or the Limited Partners to propose or approve, and in its discretion may decline to propose or approve, the conduct by the Company or the Partnership of any business.

2.5 Foreign Qualification. Prior to the Company's conducting business in any jurisdiction other than the State of Delaware, the Board shall cause the Company to comply, to the extent procedures are available and those matters are reasonably within the control of the Board, with all requirements necessary to qualify the Company as a foreign limited liability company in that jurisdiction. At the request of the Board, the Member shall execute, acknowledge, swear to and deliver all certificates and other instruments conforming with this Agreement that are necessary or appropriate to qualify, continue and terminate the Company as a foreign limited liability company in all such jurisdictions in which the Company may conduct business.

2.6 Term. The period of existence of the Company (the "*Term*") commenced on the Formation Date and shall end at such time as a certificate of cancellation is filed with the Secretary of State of the State of Delaware in accordance with [Section 8.3](#).

2.7 Powers. The Company is empowered to do any and all acts and things necessary, appropriate, proper, advisable, incidental to or convenient for the furtherance and

accomplishment of the purposes and business described in Section 2.4 and for the protection and benefit of the Company.

Article 3

Transfers of Interests; Admission of Members

3.1 Membership Interests. Each Member owns Membership Interests and shall have a Sharing Ratio in the Company as reflected in Exhibit A attached hereto. Persons may be admitted to the Company as Members, on such terms and conditions as the Board determines at the time of admission. The terms of admission or issuance must specify the Sharing Ratios applicable thereto and may provide for the creation of different classes or groups of Members having different rights, powers and duties. The Board may reflect the creation of any new class or group in an amendment to this Agreement indicating the different rights, powers and duties, and such an amendment shall be approved by the Board and executed by authorized Officers. Any such admission is effective only after such new Member has executed and delivered to the Members and the Company an instrument containing the notice address of the new Member, the Member's ratification of this Agreement and agreement to be bound by it.

3.2 Liability to Third Parties; Relationship between Members. Except as may be expressly provided in another separate, written guaranty or other agreement executed by a Member, no Member shall be liable for the debts, obligations or liabilities of the Company, including under a judgment, decree or order of a court. Except as otherwise provided in this Agreement, no Member has the authority or power to act for or on behalf of or bind the Company or to incur any expenditures on behalf of the Company. This Agreement shall not be deemed for any purpose to create a general partnership, limited partnership, joint venture or any other similar relationship.

3.3 Certificates. Upon the Company's issuance of Units to any Person as of or after the date of this Agreement, the Company shall issue one or more Certificates in the name of such Person evidencing the number of such Units being so issued. Certificates shall be executed on behalf of the Company by the Chief Executive Officer or any Vice President and the Secretary or any Assistant Secretary of the Company.

3.4 Mutilated, Destroyed, Lost or Stolen Certificates.

(a) If any mutilated Certificate is surrendered to the Company, the appropriate officers of the Company shall execute and deliver, in exchange therefor, a new Certificate evidencing the same number and type of Units as the Certificate so surrendered.

(b) The appropriate officers of the Company shall execute and deliver a new Certificate in place of any Certificate previously issued if the Record Holder of the Certificate:

(i) makes proof by affidavit, in form and substance satisfactory to the Company, that a previously issued Certificate has been lost, destroyed or stolen;

(ii) requests the issuance of a new Certificate before the Company has notice that the Certificate has been acquired by a purchaser for value in good faith and without notice of an adverse claim;

(iii) if requested by the Company, delivers to the Company a bond, in form and substance satisfactory to the Company, with surety or sureties and with fixed or open penalty as the Company may reasonably direct, in its sole discretion, to indemnify the Company against any claim that may be made on account of the alleged loss, destruction or theft of the Certificate; and

(iv) satisfies any other reasonable requirements imposed by the Board.

If a Member fails to notify the Company within a reasonable time after it has notice of the loss, destruction or theft of a Certificate, and a transfer of the Member Interests represented by the Certificate is registered before the Company receives such notification, the Member shall be precluded from making any claim against the Company for such transfer or for a new Certificate.

(c) As a condition to the issuance of any new Certificate under this Section 3.4 the Company may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses reasonably connected therewith.

3.5 Record Holders. The Company shall be entitled to recognize the Record Holder as the Member with respect to any Member Interest and, accordingly, shall not be bound to recognize any equitable or other claim to or interest in such Member Interest on the part of any other Person, regardless of whether the Company shall have actual or other notice thereof, except as otherwise provided by Applicable Law.

3.6 Registration of Member Interests.

(a) The Company shall keep or cause to be kept on behalf of the Company a register in which, subject to such reasonable regulations as it may prescribe and subject to the provisions of Section 3.6(b), the Company will provide for the registration and transfer of Member Interests. The Company shall not recognize transfers of Certificates evidencing Member Interests unless such transfers are effected in the manner described in this Section 3.6. Upon surrender of a Certificate for registration of transfer of any Member Interest, and subject to the provisions of Section 3.6(b), the appropriate officers of the Company shall execute and deliver, in the name of the holder or the designated transferee or transferees, as required pursuant to the holder's instructions, one or more new Certificates evidencing the same aggregate number and type of Member Interests as were evidenced by the Certificate so surrendered.

(b) The Company shall not recognize any transfer of Member Interests until the Certificates evidencing such Member Interests are surrendered for registration of transfer. No charge shall be imposed by the Company for such transfer; *provided*, that as a condition to the issuance of any new Certificate under this Section 3.6, the Company may require the payment of a sum sufficient to cover any tax or other Governmental charge that may be imposed with respect thereto.

(c) Member Interests may be transferred only in the manner described in this Section 3.6. The transfer of any Member Interests and the admission of any new Member shall not constitute an amendment to this Agreement.

Article 4

Capital Contributions

4.1 *Capital Contributions.*

(a) Except as otherwise provided for by the Act, (i) the Capital Contributions made in accordance as reflected on the Company's books and records shall constitute the full obligation of the Member to furnish funds or property to the Company, and no additional funds or other property shall be required of the Member and (ii) the Member shall have the right to make additional Capital Contributions.

(b) All Member Interests issued to a Member pursuant to, and in accordance with the requirements of, this Article 4 shall be fully paid and non-assessable Member Interests, except as such non-assessability may be affected by Section 18-607 of the Act.

4.2 *No Interest or Withdrawal.* No interest shall be paid by the Company on Capital Contributions or on balances in Capital Accounts. No Member shall be entitled to withdraw any part of its Capital Contribution or its Capital Account or to receive any distributions from the Company, except as expressly provided in this Agreement. A Member shall not be required to contribute any cash or property to the Company to enable the Company to return any Member's Capital Contribution.

4.3 *Title to Company Assets.* Title to Company Assets, whether real, personal or mixed and whether tangible or intangible, shall be deemed to be owned by the Company as an entity, and no Director or Member, individually or collectively, shall have any ownership interest in such Company Assets or any portion thereof.

4.4 *Creditors of the Company.* No creditor of the Company will have or shall acquire at any time any direct or indirect interest in the profits, capital or property of the Company other than as a secured creditor as a result of making a loan to the Company.

Article 5

Capital Accounts, Allocations and Distributions

5.1 *Capital Accounts.* The Company shall establish and maintain for each Member a separate Capital Account in accordance with the rules of Treasury Regulation Section 1.704-1(b)(2)(iv).

5.2 *Distributions of Available Cash.* On each Distribution Date during the Term, the Company shall distribute to the Member 100 percent of Available Cash on such Distribution Date.

5.3 Limitations on Distributions. Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not make a distribution to a Member to the extent that such distribution is not permitted under the Act. A Member who receives a distribution that is not permitted under the terms of Section 18-607 of the Act shall have no liability under the Act or this Agreement to return the distribution unless the Member knew that the distribution violated the terms of such Section.

Article 6

Management

6.1 Management.

(a) *Generally.*

(i) Subject to the provisions of Section 6.1(a)(iii) and Section 6.1(b)(iv) all management powers over the business and affairs of the Company shall be exclusively vested in a Board of Directors (“*Board of Directors*” or “*Board*”) and, subject to the direction of the Board of Directors, the Officers. The Director shall be elected or appointed by the Member, and any Director may be removed or replaced by the Member at any time. The Officers and Directors shall each constitute a “*manager*” of the Company within the meaning of the Act. Except as otherwise specifically provided in this Agreement, the authority and functions of the Board of Directors on the one hand and of the Officers on the other shall be identical to the authority and functions of the board of directors and officers, respectively, of a corporation organized under the Delaware General Corporation Law. Except as otherwise specifically provided in this Agreement, the business and affairs of the Company shall be managed under the direction of the Board of Directors, and the day-to-day activities of the Company shall be conducted on the Company’s behalf by the Officers, who shall be agents of the Company.

(ii) In addition to the powers that now or hereafter can be granted to managers under the Act and to all other powers granted under any other provision of this Agreement, except as otherwise provided in this Agreement, the Board of Directors and the Officers shall have full power and authority to do all things as are not restricted by this Agreement, the Partnership Agreement, the Act or applicable Law, on such terms as they may deem necessary or appropriate to conduct, or cause to be conducted, the business and affairs of the Company.

(iii) Notwithstanding anything herein to the contrary, without obtaining Extraordinary Approval, the Company shall not, and shall not take any action to cause either the Partnership or the MLP to, (1) make or consent to a general assignment for the benefit of its respective creditors; (2) file or consent to the filing of any bankruptcy, insolvency or reorganization petition for relief under the United States Bankruptcy Code naming the Company, the Partnership or the MLP, as applicable, or otherwise seek, with respect to the Company, the Partnership or the MLP, relief from debts or protection from creditors generally; (3) file or consent to the filing of a petition or answer seeking for the Company, the Partnership or the MLP, as applicable, a liquidation, dissolution,

arrangement, or similar relief under any law; (4) file an answer or other pleading admitting or failing to contest the material allegations of a petition filed against the Company, the Partnership or the MLP, as applicable, in a proceeding of the type described in any of clauses (1) — (3) of this Section 6.1(a); (5) seek, consent to or acquiesce in the appointment of a receiver, liquidator, conservator, assignee, trustee, sequestrator, custodian or any similar official for the Company, the Partnership or the MLP, as applicable, or for all or any substantial portion of either entity's properties; (6) sell all or substantially all of the assets of the Company, the Partnership or the MLP; (7) dissolve or liquidate, except in the case of the Partnership, in accordance with Article VIII of the Partnership Agreement; (8) merge or consolidate; (9) amend the MLP Partnership Agreement; or (10) make a material change in the amount of the quarterly distributions made on the MLP Interests or the payment of any material extraordinary distribution on the MLP Interests.

(iv) Notwithstanding anything herein to the contrary, Energy Transfer Equity, L.P., as the sole Member of the Company, shall have exclusive authority over the business and affairs of the Company that do not relate to management and control of the MLP. The type of matter referred to in the prior sentence where Energy Transfer Equity, L.P., as the sole Member of the Company, shall have exclusive authority shall include, but not be limited to, (i) the amount and timing of distributions paid by the Company or the Partnership, (ii) the issuance or repurchase of any equity interests in the Company or the Partnership, (iii) the prosecution, settlement or management of any claim made directly against the Company or the Partnership, (iv) whether to sell, convey, transfer or pledge any asset of the Company or the Partnership, (v) whether to amend, modify or waive any rights relating to the assets of the Company or the Partnership (including the decision to amend or forego distributions in respect of the Incentive Distribution Rights), and (vi) whether to enter into any agreement to incur an obligation of the Company or the Partnership other than an agreement entered into for and on behalf of the MLP for which the Company or the Partnership are liable exclusively by virtue of the Partnership's capacity as general partner of the MLP or of any of its affiliates. Further, Energy Transfer Equity, L.P., as the sole Member of the Company, shall have exclusive authority to cause the Company to exercise the rights of the Company and those of the Partnership, as general partner of the MLP (or those exercisable after the Partnership ceases to be the general partner of the MLP), pursuant to the following provisions of the MLP Partnership Agreement:

(A) Section 2.4 ("*Purpose and Business*"), with respect to decisions to propose or approve the conduct by the MLP of any business.

(B) Sections 4.6(a) and (b) ("*Transfer of the General Partner's General Partner Interest*") and Section 4.8 ("*Transfer of Incentive Distribution Rights*"), solely with respect to the decision by the Partnership to transfer its general partner interest in the MLP or its Incentive Distribution Rights;

(C) Section 5.2 ("*Contributions by the General Partner and its Affiliates*"), solely with respect to the decision to make additional Capital Contributions to the MLP;

(D) Section 5.9 (“*Limited Preemptive Right*”);

(E) Section 7.5(d) (relating to the right of the Partnership and its Affiliates to purchase Units or other Partnership Securities and exercise rights related thereto) and Section 7.11 (“*Purchase and Sale of Units*”), solely with respect to decisions by the Company or the Partnership to purchase or otherwise acquire and sell Partnership Securities for their own account;

(F) Section 7.6(a) (“*Loans from the General Partner; Loans or Contributions from the Partnership; Contracts with Affiliates; Certain Restrictions on the General Partner*”), solely with respect to the decision by the Company or the Partnership to lend funds to a Group Member, subject to the provisions of Section 7.9 of the MLP Agreement;

(G) Section 7.7 (“*Indemnification*”), solely with respect to any decision by the Company or the Partnership to exercise its rights as an “Indemnitee”;

(H) Section 7.13 (“*Registration Rights of the General Partner and its Affiliates*”), solely with respect to any decision to exercise registration rights and to take actions in connection therewith;

(I) Section 11.1 (“*Withdrawal of the General Partner*”), solely with respect to the decision by Partnership to withdraw as general partner of the MLP and to giving notices required thereunder;

(J) Section 11.3(a) and (b) (“*Interest of Departing General Partner and Successor General Partner*”); and

(K) Section 15.1 (“*Right to Acquire Limited Partner Interests*”).

(v) Without the approval of the Conflicts Committee of the Board of Directors of the Company, the Company shall not take any action that would result in either the Company or the Partnership engaging in any business or activity or incurring any debts or liabilities except in connection with or incidental to (A) its performance as general partner of the Partnership or (B) the acquiring, owning or disposing of debt or equity securities of the Partnership.

(b) *Board of Directors.*

(i) *Generally.* The Board of Directors shall consist of not more than thirteen natural persons. The other members of the Board of Directors shall be appointed by the Member, *provided* that at least three of such members must meet the independence, qualification and experience requirements of the New York Stock Exchange, of Section 10A(m)(3) of the Securities Exchange Act of 1934 (or any successor Law), the rules and regulations of the SEC, other applicable Law and the charter of the Audit and Conflicts Committee (each, an “*Independent Director*”); *provided, however*, that if at any time at least three of the Directors are not Independent Directors, the Board of Directors shall

still have all powers and authority granted to it hereunder, but the Board of Directors and the Member shall endeavor to elect additional Independent Directors to come into compliance with this Section 6.1(b)(i).

(ii) *Term; Resignation; Vacancies; Removal.* Each Director shall hold office until his successor is appointed and qualified or until his earlier resignation or removal. Any Director may resign at any time upon written notice to the Board, the Chairman (or Co-Chairmen, if applicable) of the Board, to the Chief Executive Officer (or Co-Chief Executive Officers, if applicable). Such resignation shall take effect at the time specified therein, and unless otherwise specified therein no acceptance of such resignation shall be necessary to make it effective. Vacancies and newly created directorships resulting from any increase in the authorized number of Directors or from any other cause shall be filled by the Member. Any Director may be removed, with or without cause, by the Member at any time, and the vacancy in the Board caused by any such removal shall be filled by the Member.

(iii) *Voting; Quorum.* Unless otherwise required by the Act, other Law or the provisions hereof,

(A) each member of the Board of Directors shall have one vote; and

(B) the presence at a meeting of a majority of the members of the Board of Directors shall constitute a quorum at any such meeting for the transaction of business; and

(C) subject to the provisions of Section 6.1(b)(iv) the act of the members of the Board of Directors present at a meeting duly called in accordance with Section 6.1(b)(v) at which a quorum is present shall be deemed to constitute the act of the Board of Directors.

(iv) *Required Vote for Certain Actions.*

(A) *Unanimous Vote of Directors.* The following action by the Company, or by the Company in its capacity as general partner of the Partnership, shall require approval by a Unanimous Vote, except as otherwise provided in this Agreement:

1. Any action or election that would cause the Company to be taxable as a corporation for federal tax purposes; and

(B) *Special Vote of Directors.* The following actions by the Company, or by the Company in its capacity as general partner of the Partnership, shall require approval by a Special Vote:

1. Any action to make, or consent to, a general assignment for the benefit of creditors of the MLP;

2. Any action to file, or consent to the filing of, any bankruptcy, insolvency or reorganization petition for relief under the United States Bankruptcy Code naming the MLP or otherwise seek relief for the MLP from its debts or protection generally from its creditors;

3. Any action to file, or consent to the filing of, a petition or answer seeking for the MLP a liquidation, dissolution, arrangement or similar relief under any law; and

4. Any action to file an answer or other pleading admitting, or failing to contest, the material allegations of a petition filed against the MLP in a proceeding of the type described in any of the clauses (1) through (3) of this Section 6.1(b)(iv)(b).

(C) *Majority Vote of Directors*. Except for (i) matters that require a Member Approval, a Special Vote or a Unanimous Vote and (ii) matters specified in Section 6.3 as within the authority of the Chief Executive Officer (or Co-Chief Executive Officers, as applicable) (subject, for purposes of this clause (ii), at all times to the direction and control of the Board), actions by the Company, or by the Company in its capacity as general partner of the Partnership, shall require approval by a Majority Vote.

(v) *Meetings*. Regular meetings of the Board of Directors shall be held at such times and places as shall be designated from time to time by resolution of the Board of Directors. Special meetings of the Board of Directors or meetings of any committee thereof may be called by written request authorized by any member of the Board of Directors or a committee thereof on at least 24 hours prior written notice to the other members of such Board or committee, *provided*, that such notice requirement may be waived with respect to a particular special meeting of the Board of Directors by a majority of the members of the Board of Directors. Any such notice need not state the purpose of such meeting, except as may otherwise be required by law. Attendance of a Director at a meeting (including pursuant to the last sentence of this Section 6.2(b)(v)) shall constitute a waiver of notice of such meeting, except where such Director attends the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened. Any action required or permitted to be taken at a meeting of the Board of Directors or any committee thereof may be taken without a meeting, without prior notice and without a vote if a consent or consents in writing, setting forth the action so taken, are signed by at least as many members of the Board of Directors or committee thereof as would have been required to take such action at a meeting of the Board of Directors or such committee. Members of the Board of Directors or any committee thereof may participate in and hold a meeting by means of conference telephone, video conference or similar communications equipment by means of which all Persons participating in the meeting can hear each other, and participation in such meetings shall constitute presence in person at the meeting.

6.2 Officers.

(a) *Generally.* The Board may appoint agents of the Company, which agents shall be referred to as “Officers” of the Company, having the titles, power, authority and duties described in this [Section 6.2](#) or as otherwise granted by the Board. Subject to the foregoing, the Officers shall have the full authority to and shall manage, control and oversee the day-to-day business and affairs of the Company and shall perform all other acts as are customary or incident to the management of such business and affairs, which will include the general and administrative affairs of the Company and the operation and maintenance of the Company Assets, all in accordance with the provisions of [Section 6.3](#).

(b) *Titles and Number.* The Officers may include a Chairman, a Chief Executive Officer, one or more Vice Presidents, a Secretary, a Treasurer, and one or more Assistant Secretaries and Assistant Treasurers, and any other officer position or title as the Board may approve. Any person may hold two or more offices.

(c) *Appointment and Term of Office.* The Officers may be appointed by the Board at such times and for such terms as the Board shall determine. Any Officer may be removed, with or without cause, only by the Board. Vacancies in any office may be filled only by the Board.

(d) *Chairman of the Board.* The Chairman of the Board shall preside at all meetings of the Board of Directors and of the unitholders of the Partnership; and he shall have such other powers and duties as from time to time may be assigned to him by the Board of Directors. There may be more than one person holding the office of Chairman, in which case they shall act as Co-Chairmen and shall share the duties of such office.

(e) *Chief Executive Officer.* In accordance with and subject to the limitations imposed by this Agreement or any direction of the Board, the Chief Executive Officer, as such, shall (i) supervise generally the other Officers, (ii) be responsible for the management and day-to-day business and affairs of the Company, its other Officers, employees and agents and shall supervise generally the affairs of the Company, (iii) have full authority to execute all documents and take all actions that the Company may legally take and (iv) have the power and authority to delegate the Chief Executive Officer’s powers and authority to any proper Officer. There may be more than one person holding the office of Chief Executive Officer, in which case they shall act as Co-Chief Executive Officers and shall share the duties of such office.

(f) *President.* The President shall, subject to the direction of the Board of Directors have executive powers, and shall have and may exercise any and all other powers and duties as from time to time may be conferred or assigned by the Board and shall report directly to the Chief Executive Officer, or, if there be none, to the Chairman. The President shall, during the absence or incapacity of the Chief Executive Officer and the Chairman, report directly to the Board.

(g) *Vice Presidents.* In the absence of the President, each Vice President appointed by the Board shall have all of the powers and duties conferred upon the President, including the same power as the President to execute documents on behalf of the Company.

Each such Vice President shall perform such other duties and may exercise such other powers as may from time to time be assigned to him by the Board. Vice Presidents may be designated Executive Vice Presidents, Senior Vice Presidents, or any other title determined by the Board.

(h) *Secretary*. The Secretary shall record or cause to be recorded in books provided for that purpose the minutes of meetings or actions of the Board, shall see that all notices are given in accordance with the provisions of this Agreement and as required by Applicable Law, shall be custodian of all records (other than financial), shall see that the books, reports, statements, certificates and all other documents and records required by Applicable Law are properly kept and filed, and, in general, shall perform all duties incident to the office of Secretary and such other duties as may, from time to time, be assigned by this Agreement or the Board. The Assistant Secretaries shall exercise the powers of the Secretary during that Officer's absence or inability or refusal to act.

(i) *Chief Financial Officer*. The Chief Financial Officer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and records of account of the Company and the Partnership. He shall receive and deposit all moneys and other valuables belonging to the Company in the name and to the credit of the Company and shall disburse the same and only in such manner as the Board of Directors or the appropriate Officer of the Company may from time to time determine. He shall receive and deposit all moneys and other valuables belonging to the Partnership in the name and to the credit of the Partnership and shall disburse the same and only in such manner as the Board of Directors or the Chief Executive Officer may require. He shall render to the Board of Directors and the Chief Executive Officer, whenever any of them request it, an account of all his transactions as Chief Financial Officer and of the financial condition of the Company, and shall perform such further duties as the Board of Directors or the Chief Executive Officer may require. The Chief Financial Officer shall have the same power as the Chief Executive Officer to execute documents on behalf of the Company.

(j) *Treasurer*. The Treasurer shall have such duties as may be specified by the Board in the performance of his duties. The Assistant Treasurers shall exercise the power of the Treasurer during that Officer's absence or inability or refusal to act. Each of the Assistant Treasurers shall possess the same power as the Treasurer to sign all certificates, contracts, obligations and other instruments of the Company. If no Treasurer or Assistant Treasurer is appointed and serving in the absence of the appointed Treasurer and Assistant Treasurer, such other Officer as the Board shall select shall have the powers and duties conferred upon the Treasurer.

(k) *Powers of Attorney*. The Company may grant powers of attorney or other authority as appropriate to establish and evidence the authority of the Officers and other persons.

(l) *Delegation of Authority*. Unless otherwise provided by resolution of the Board, no Officer shall have the power or authority to delegate to any person such Officer's powers as an Officer to manage the business and affairs of the Company.

6.3 Officer Actions. The Chief Executive Officer shall have the authority to take the following actions for the Company, or by the Company in its capacity as the general partner of the Partnership, subject to the direction and control of the Board:

- (a) Managing the day-to-day operations of the Company;
- (b) Initiating, defending, settling, and otherwise handling Claims against the Company, or Claims of the Company against third parties;
- (c) Obtaining all permits, certificates, licenses and regulatory approvals necessary to carry out the business of the Company, and preparing and timely providing such filings, reports, statements and information to any Governmental Authority as may be required in connection therewith from time to time;
- (d) Protecting and preserving the title and interests of the Company and the Partnership with respect to the Company Assets;
- (e) Negotiating contracts of the Company in the ordinary course of business;
- (f) Executing and delivering documents requiring execution on behalf of the Company in its own right and as general partner of the Partnership;
- (g) Hiring and terminating the employment or services of employees of the Company (including contract personnel, consultants and independent contractors, but excluding Officers);
- (h) Taking such actions as may be delegated or assigned to the Chief Executive Officer or the other Officers from time to time by the Board;
- (i) Taking any other actions similar in character to those identified in clauses (a) to (h) above, other than those requiring approval by a Unanimous Vote or a Majority Vote under this Agreement; and
- (j) Performing such ancillary and ministerial acts, and making, executing, acknowledging and delivering all contracts, assignments and other agreements, instruments or documents as are reasonably necessary or appropriate to carry out the duties of the Chief Executive Officer and other Officers hereunder.

6.4 Indemnification.

(a) To the fullest extent permitted by Law but subject to the limitations expressly provided in this Agreement, each Indemnitee shall be indemnified and held harmless by the Company from and against any and all losses, claims, damages, liabilities, joint or several, expenses (including reasonable legal fees and expenses), judgments, fines, penalties, interest, settlements and other amounts arising from any and all claims, demands, actions, suits or proceedings, whether civil, criminal, administrative or investigative, in which any such Indemnitee may be involved, or is threatened to be involved, as a party or otherwise, by reason of such person's status as an Indemnitee; *provided, however* that the Indemnitee shall not be indemnified and held harmless if there has been a final and non-appealable judgment entered by a court of competent jurisdiction determining that, in respect of the matter for which the Indemnitee is seeking indemnification pursuant to this Section 6.5, the Indemnitee acted in bad faith or engaged in fraud, willful misconduct, or in the case of a criminal matter, acted with

knowledge that the Indemnitee's conduct was unlawful; *provided, further*, no indemnification pursuant to this Section 6.5 shall be available to the Members or their Affiliates (other than the MLP and any Group Member) with respect to its or their obligations incurred pursuant to the Underwriting Agreement. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of *nolo contendere*, or its equivalent, shall not create a presumption that the Indemnitee acted in a manner contrary to that specified above. Any indemnification pursuant to this Section 6.5 shall be made only out of Company Assets, it being agreed that a Member shall not be personally liable for such indemnification and shall have no obligation to contribute or loan any monies or property to the Company to enable it to effectuate such indemnification.

(b) To the fullest extent permitted by Law, expenses (including reasonable legal fees and expenses) incurred by an Indemnitee who is indemnified pursuant to Section 6.5(a) in defending any Claim shall, from time to time, be advanced by the Company prior to the final disposition of such Claim upon receipt by the Company of an undertaking by or on behalf of the Indemnitee to repay such amount if it shall be determined that the Indemnitee is not entitled to be indemnified as authorized in this Section 6.4.

(c) The indemnification provided by this Section 6.4 shall be in addition to any other rights to which an Indemnitee may be entitled under any agreement, as a matter of Law or otherwise, both as to actions in the Indemnitee's capacity as an Indemnitee and as to actions in any other capacity, and shall continue as to an Indemnitee who has ceased to serve in such capacity and shall inure to the benefit of the heirs, successors, assigns and administrators of the Indemnitee.

(d) The Company may purchase and maintain insurance, on behalf of the members of the Board of Directors, the Officers and such other Persons as the Board shall determine, against any liability that may be asserted against or expense that may be incurred by such Person in connection with the Company's activities, regardless of whether the Company would have the power to indemnify such Person against such liability under the provisions of this Agreement.

(e) For purposes of this Section 6.4, the Company shall be deemed to have requested an Indemnitee to serve as fiduciary of an employee benefit plan whenever the performance by the Indemnitee of such Indemnitee's duties to the Company also imposes duties on, or otherwise involves services by, the Indemnitee to the plan or participants or beneficiaries of the plan; excise taxes assessed on an Indemnitee with respect to an employee benefit plan pursuant to Applicable Law shall constitute "fines" within the meaning of Section 6.5(a) and action taken or omitted by the Indemnitee with respect to an employee benefit plan in the performance of such Indemnitee's duties for a purpose reasonably believed by such Indemnitee to be in the interest of the participants and beneficiaries of the plan shall be deemed to be for a purpose which is in, or not opposed to, the best interests of the Company.

(f) In no event may an Indemnitee subject the Members to personal liability by reason of the indemnification provisions set forth in this Agreement.

(g) An Indemnitee shall not be denied indemnification in whole or in part under this Section 6.4 because the Indemnitee had an interest in the transaction with respect to which the indemnification applies if the transaction is otherwise permitted by the terms of this Agreement.

(h) The provisions of this Section 6.4 are for the benefit of the Indemnitees, their heirs, successors, assigns and administrators and shall not be deemed to create any rights for the benefit of any other Persons.

(i) No amendment, modification or repeal of this Section 6.4 or any provision hereof shall in any manner terminate, reduce or impair either the right of any past, present or future Indemnitee to be indemnified by the Company or the obligation of the Company to indemnify any such Indemnitee under and in accordance with the provisions of this Section 6.4 as in effect immediately prior to such amendment, modification or repeal with respect to claims arising from or relating to matters occurring, in whole or in part, prior to such amendment, modification or repeal, regardless of when such claims may arise or be asserted, provided such Person became an Indemnitee hereunder prior to such amendment, modification or repeal.

(j) No member of the Board of Directors or Member shall be liable to the Company or to any Member for any loss suffered by the Company unless such loss is caused by such Director's or Member's gross negligence, willful misconduct, intentional violation of law or material breach of this Agreement. No member of the Board of Directors or Member shall be liable for errors in judgment or for any acts or omissions that do not constitute gross negligence, willful misconduct, intentional violation of law or material breach of this Agreement. Any member of the Board of Directors or Member may consult with counsel and accountants in respect of Company affairs and, provided such Director or Member acts in good faith reliance upon the advice or opinion of such counsel or accountants, such Director or Member shall not be liable for any loss suffered by the Company in reliance thereon.

(k) THE PROVISIONS OF THE INDEMNIFICATION PROVIDED IN THIS SECTION 6.4 ARE INTENDED BY THE MEMBERS TO APPLY EVEN IF SUCH PROVISIONS HAVE THE EFFECT OF EXCULPATING THE INDEMNITEE FROM LEGAL RESPONSIBILITY FOR THE CONSEQUENCES OF SUCH PERSON'S NEGLIGENCE, FAULT OR OTHER CONDUCT, SUBJECT TO LIMITS UNDER APPLICABLE LAW.

6.5 Reliance by Third Parties.

(a) Notwithstanding anything to the contrary in this Agreement, any Person dealing with the Company shall be entitled to assume that the Chief Executive Officer or any Person authorized by the Board to act on behalf of and in the name of the Company (each an "*Authorized Person*") has full power and authority to encumber, sell or otherwise use in any manner any and all assets of the Company and to enter into any authorized contracts on behalf of the Company, and such Person shall be entitled to deal with any Authorized Person as if it were the Company's sole party in interest, both legally and beneficially. In no event shall any Person dealing with any Authorized Person be obligated to ascertain that the terms of this Agreement have been complied with or to inquire into the necessity of any act or action of any Authorized Person.

(b) Each and every certificate, document or other instrument executed on behalf of the Company by any Authorized Person shall be conclusive evidence in favor of any and every Person relying thereon or claiming thereunder that (i) at the time of the execution and delivery of such certificate, document or instrument, this Agreement was in full force and effect, (ii) the Person executing and delivering such certificate, document or instrument was duly authorized and empowered to do so for and on behalf of the Company and (iii) such certificate, document or instrument was duly executed and delivered in accordance with the terms and provisions of this Agreement and is binding upon the Company.

6.6 Resolution of Conflicts of Interest; Standard of Conduct and Modification of Duties.

(a) Unless otherwise expressly provided in this Agreement, whenever a potential conflict of interest exists or arises between the Members or any of their Affiliates (other than the MLP or any Group Member), on the one hand, and the MLP or any Group Member, on the other hand, any resolution or course of action by the Board of Directors in respect of such conflict of interest shall be permitted and deemed approved by all Members, and shall not constitute a breach of this Agreement or of any agreement contemplated herein or therein, or of any duty stated or implied by law or equity, if the resolution or course of action in respect of such conflict of interest is (i) approved by Special Approval, (ii) approved by the vote of a majority of the Units excluding Units owned by the Members and their Affiliates, (iii) on terms no less favorable to the MLP or Group Member, as the case may be, than those generally being provided to or available from unrelated third parties or (iv) fair and reasonable to the MLP or Group Member, as the case may be, taking into account the totality of the relationships between the parties involved (including other transactions that may be particularly favorable or advantageous to the MLP or Group Member, as the case may be). The Board of Directors shall be authorized but not required in connection with its resolution of such conflict of interest to seek Special Approval of such resolution, and the Board of Directors may also adopt a resolution or course of action that has not received Special Approval. If Special Approval is not sought and the Board of Directors determines that the resolution or course of action taken with respect to a conflict of interest satisfies either of the standards set forth in clauses (iii) or (iv) above, then it shall be presumed that, in making its decision, the Board of Directors acted in good faith, and in any proceeding brought by any Member or by or on behalf of such Member or the MLP or Group Member, as the case may be, challenging such approval, the Person bringing or prosecuting such proceeding shall have the burden of overcoming such presumption.

(b) Whenever the Company makes a determination or takes or declines to take any other action, or any of its Affiliates causes it to do so, in its capacity as the general partner of the General Partner of the MLP as opposed to in its individual capacity, whether under this Agreement, or any other agreement contemplated hereby or otherwise, then unless another express standard is provided for in this Agreement, the Company, or such Affiliates causing it to do so, shall make such determination or take or decline to take such other action in good faith and shall not be subject to any other or different standards imposed by this Agreement, any other agreement contemplated hereby or under the Delaware Act or any other law, rule or regulation or at equity. In order for a determination or other action to be in "good faith" for purposes of any action taken or delivered to be taken by the Company in its capacity as the general partner of the General Partner of the MLP, the Person or Persons making such determination or taking or

declining to take such other action must believe that the determination or other action is in the best interests of the MLP.

(c) Whenever the Company makes a determination or takes or declines to take any other action, or any of its Affiliates causes it to do so, in its individual capacity as opposed to in its capacity as a general partner of the General Partner of the MLP, whether under this Agreement or any other agreement contemplated hereby or otherwise, then the Company, or such Affiliates causing it to do so, are entitled to make such determination or to take or decline to take such other action free of any fiduciary duty or obligation whatsoever to the MLP or any partner thereof, and the Company, or such Affiliates causing it to do so, shall not be required to act in good faith or pursuant to any other standard imposed by this Agreement, any other agreement contemplated hereby or under the Delaware Act or any other law, rule or regulation. By way of illustration and not of limitation, whenever the phrase, "at the option of the Company," or some variation of that phrase, is used in this Agreement, it indicates that the Company is acting in its individual capacity. For the avoidance of doubt, whenever the Company votes or transfers its MLP Interests, or refrains from voting or transferring its MLP Interests, it shall be acting in its individual capacity.

(d) Notwithstanding anything to the contrary in this Agreement, the Company and its Affiliates shall have no duty or obligation, express or implied, to (i) sell or otherwise dispose of any asset of the MLP or any Group Member or (ii) permit the MLP or any Group Member to use any facilities or assets of the Company and its Affiliates, except as may be provided in contracts entered into from time to time specifically dealing with such use. Any determination by the Company or any of its Affiliates to enter into such contracts shall be at its option.

(e) Whenever a particular transaction, arrangement or resolution of a conflict of interest is required under this Agreement to be "fair and reasonable" to any Person, the fair and reasonable nature of such transaction, arrangement or resolution shall be considered in the context of all similar or related transactions.

Article 7

Taxes, Books, Records, Accounting and Reporting

7.1 Books and Records; Fiscal Year.

(a) The books and records of the Company shall be maintained in accordance with U.S. GAAP.

(b) The fiscal year of the Company for U.S. GAAP purposes shall be January 1 through December 31 (the "Fiscal Year").

7.2 Tax Returns. The Member shall prepare and timely file (on behalf of the Company) all state and local tax returns, if any, required to be filed by the Company. The Company and the Member acknowledge that for federal income tax purposes, the Company will be disregarded as an entity separate from the Member pursuant to Treasury Regulation § 301.7701-3 as long as all of the member interests in the Company are owned by the Member.

Article 8

Dissolution, Winding-up and Termination

8.1 Dissolution.

(a) The Company shall dissolve, and (subject to Section 10.6) its affairs shall be wound up, on the first to occur of the following events (each a "Dissolution Event"):

(i) Member Approval to dissolve the Company; and

(ii) entry of a decree of judicial dissolution of the Company under Section 18-802 of the Act; *provided* that the Board shall not submit an application for a decree of judicial dissolution unless and until all amounts payable under the obligations of the Company have been indefeasibly paid in full.

(b) The Company shall not dissolve other than pursuant to Section 8.1(a).

8.2 Winding-Up and Termination.

(a) The winding up of the Company shall commence on the day of the applicable Dissolution Event, but this Agreement shall not terminate until the Company Assets have been distributed in accordance with the terms of this Article 8. The Board shall act as liquidator (the "*Liquidator*"). The Liquidator shall immediately proceed to wind up and terminate the affairs of the Company and make final distributions as provided herein and in the Act. The costs of liquidation shall be borne as a Company expense. Until final distribution, the Liquidator shall continue to operate the business and assets of the Company with all of the power and authority of the Board. Maintenance of property, borrowing and expenditures of Company funds for legitimate Company purposes to effectuate or facilitate the winding up or the liquidation of the Company affairs shall be authorized if the Liquidator, in the exercise of its business judgment, believes that the interests of the Company would be best served thereby, and such actions shall not be construed to involve a continuation of the Company. The steps to be accomplished by the Liquidator are as follows:

(i) as promptly as possible after dissolution and again after final winding up, the Liquidator shall cause a proper accounting to be made by a recognized firm of certified public accountants of the Company Assets, liabilities and operations through the last calendar day of the month in which the dissolution occurs or the final winding up is completed, as applicable;

(ii) the Liquidator shall discharge from the Company's funds all of the debts, liabilities and obligations of the Company (including all expenses incurred in winding up) or otherwise make adequate provision for payment and discharge thereof (including the establishment of a cash escrow fund for contingent liabilities in such amount and for such term as the Liquidator may reasonably determine); and

(iii) all remaining Company Assets (including cash) shall be distributed among the Members in accordance with the ratio of the positive balances in their respective

Capital Accounts, as determined after taking into account all Capital Account adjustments (other than those made by reason of distributions pursuant to this Section 8.2(a)(iii)) for the taxable period during which the Liquidation Date occurs.

(b) The distribution of cash or other assets to a Member in accordance with the provisions of this Section 8.2 constitutes a complete return to the Member of its Capital Contributions and a complete distribution to the Member of its Member Interest and all the Company Assets and constitutes a compromise to which all Members have consented pursuant to Section 18-502(b) of the Act.

8.3 Certificate of Cancellation. Upon completion of the distribution of Company Assets as provided herein, the Liquidator (or such other Person or Persons as the Act may require or permit) shall file a certificate of cancellation with the Secretary of State of the State of Delaware, cancel any other filings made pursuant to Section 2.5, and take such other actions as may be necessary to terminate the existence of the Company. Upon the filing of such certificate of cancellation, the existence of the Company shall terminate (and the Term shall end).

8.4 Certain Matters Concerning a Member.

(a) Notwithstanding any other provisions of this Agreement, the Bankruptcy of a Member shall not cause such Member to cease to be a Member of the Company, and upon the occurrence of such an event, the business of the Company shall continue without dissolution.

(b) The dissolution, liquidation or termination of a Member shall not cause the termination or dissolution of the Company, and the business of the Company shall continue without dissolution.

Article 9

Merger

9.1 Authority. Subject to Section 6.1(a), the Company may merge or consolidate with one or more limited liability companies, corporations, business trusts or associations, real estate investment trusts, common law trusts or unincorporated businesses, including a general partnership or limited partnership, formed under the laws of the State of Delaware or any other jurisdiction, pursuant to a written agreement of merger or consolidation ("*Merger Agreement*") in accordance with this Article 9.

9.2 Procedure for Merger or Consolidation. The merger or consolidation of the Company pursuant to this Article 9 requires the prior approval of a Majority Vote and compliance with Section 9.3. Upon such approval, the Merger Agreement shall set forth:

(a) The names and jurisdictions of formation or organization of each of the business entities proposing to merge or consolidate;

(b) The name and jurisdiction of formation or organization of the business entity that is to survive the proposed merger or consolidation ("*Surviving Business Entity*");

(c) The terms and conditions of the proposed merger or consolidation;

(d) The manner and basis of exchanging or converting the equity securities of each constituent business entity for, or into, cash, property or general or limited partnership or limited liability company interests, rights, securities or obligations of the Surviving Business Entity; and (i) if any general or limited partnership or limited liability company interests, rights, securities or obligations of any constituent business entity are not to be exchanged or converted solely for, or into, cash, property or general or limited partnership or limited liability company interests, rights, securities or obligations of the Surviving Business Entity, the cash, property or general or limited partnership or limited liability company interests, rights, securities or obligations of any general or limited partnership, limited liability company, corporation, trust or other entity (other than the Surviving Business Entity) which the holders of such interests, rights, securities or obligations of the constituent business entity are to receive in exchange for, or upon conversion of, their interests, rights, securities or obligations and (ii) in the case of securities represented by certificates, upon the surrender of such certificates, which cash, property or general or limited partnership or limited liability company interests, rights, securities or obligations of the Surviving Business Entity or any general or limited partnership, limited liability company, corporation, trust or other entity (other than the Surviving Business Entity), or evidences thereof, are to be delivered;

(e) A statement of any changes in the constituent documents or the adoption of new constituent documents (the articles or certificate of incorporation, articles of trust, declaration of trust, certificate or agreement of limited partnership or limited liability company or other similar charter or governing document) of the Surviving Business Entity to be effected by such merger or consolidation;

(f) The effective time of the merger or consolidation, which may be the date of the filing of the certificate of merger pursuant to Section 9.4 or a later date specified in or determinable in accordance with the Merger Agreement (*provided*, that if the effective time of the merger or consolidation is to be later than the date of the filing of the certificate of merger or consolidation, the effective time shall be fixed no later than the time of the filing of the certificate of merger or consolidation and stated therein); and

(g) Such other provisions with respect to the proposed merger or consolidation as are deemed necessary or appropriate by the Board of Directors.

9.3 Approval by Members of Merger or Consolidation.

(a) The Board of Directors, upon its approval of the Merger Agreement, shall direct that the Merger Agreement be submitted to a vote of the Members, whether at a meeting or by written consent. A copy or a summary of the Merger Agreement shall be included in or enclosed with the notice of a meeting or the written consent.

(b) After approval by vote or consent of the Members, and at any time prior to the filing of the certificate of merger or consolidation pursuant to Section 9.4, the merger or consolidation may be abandoned pursuant to provisions therefor, if any, set forth in the Merger Agreement.

9.4 Certificate of Merger or Consolidation. Upon the required approval by the Board of Directors and the Members of a Merger Agreement, a certificate of merger or consolidation shall be executed and filed with the Secretary of State of the State of Delaware in conformity with the requirements of the Act.

9.5 Effect of Merger or Consolidation.

(a) At the effective time of the certificate of merger or consolidation:

(i) all of the rights, privileges and powers of each of the business entities that has merged or consolidated, and all property, real, personal and mixed, and all debts due to any of those business entities and all other things and causes of action belonging to each of those business entities shall be vested in the Surviving Business Entity and after the merger or consolidation shall be the property of the Surviving Business Entity to the extent they were property of each constituent business entity;

(ii) the title to any real property vested by deed or otherwise in any of those constituent business entities shall not revert and is not in any way impaired because of the merger or consolidation;

(iii) all rights of creditors and all liens on or security interest in property of any of those constituent business entities shall be preserved unimpaired; and

(iv) all debts, liabilities and duties of those constituent business entities shall attach to the Surviving Business Entity, and may be enforced against it to the same extent as if the debts, liabilities and duties had been incurred or contracted by it.

(b) A merger or consolidation effected pursuant to this Article 9 shall not (i) be deemed to result in a transfer or assignment of assets or liabilities from one entity to another having occurred or (ii) require the Company (if it is not the Surviving Business Entity) to wind up its affairs, pay its liabilities or distribute its assets as required under Article 8 of this Agreement or under the applicable provisions of the Act.

Article 10

Other Provisions

10.1 Entire Agreement. This Agreement and the Exhibits hereto constitute the entire agreement between the Members with respect to the subject matter hereof.

10.2 Governing Law. This Agreement is governed by and shall be construed in accordance with the laws of the State of Delaware. In the event of a direct conflict between the provisions of this Agreement and any mandatory, non-waivable provision of the Act, such provision of the Act shall control. If any provision of the Act provides that it may be varied or superseded in a limited liability company agreement (or otherwise by agreement of the members or managers of a limited liability company), such provision shall be deemed superseded and waived in its entirety if this Agreement contains a provision addressing the same issue or subject matter.

10.3 Non-Waiver. No waiver by any Person of any one or more defaults by another Person in the performance of any of the provisions of this Agreement shall be construed as a waiver of any other default whether of a like kind or different nature.

10.4 Severability. If any provision of this Agreement or the application thereof to any Member or circumstance is held invalid or unenforceable to any extent, (a) the remainder of this Agreement and the application of that provision to other Members or circumstances is not affected thereby, and (b) each Member shall negotiate in good faith to replace that provision with a new provision that is valid and enforceable and that puts each Member in substantially the same economic, business and legal position as it would have had if the original provision had been valid and enforceable.

10.5 Headings; Exhibits. The headings used for the sections and articles herein are for convenience and reference purposes only and shall in no way affect the meaning or interpretation of the provisions of this Agreement. Any and all Exhibits referred to in this Agreement are, by such reference, incorporated herein and made a part hereof for all purposes.

10.6 Winding Up Arrangement. All indemnity and audit rights shall survive the termination of this Agreement for the time period provided herein. All obligations provided in this Agreement shall remain in effect following the expiration or termination of this Agreement to the extent necessary to give full force and effect to the rights and obligations undertaken by the Members.

10.7 No Third Party Beneficiaries. Nothing in this Agreement (except as provided in [Section 6.5](#)) shall provide any benefit to any third party or entitle any third party to any claim, cause of action, remedy or right of any kind, it being the intent of the Member that this Agreement shall not be construed as a third party beneficiary contract.

10.8 Counterparts. This Agreement may be executed in several counterparts, each of which is an original and all of which constitute one and the same instrument.

10.9 Amendment or Restatement. This Agreement or the Delaware Certificate may be amended only by a written instrument executed (or, in the case of the Delaware Certificate, approved) by the Member.

10.10 Notices. Except as expressly set forth to the contrary in this Agreement, all notices, requests or consents provided for or permitted to be given under this Agreement must be in writing and must be delivered to the recipient at the address set forth in [Exhibit A](#) in person, by courier or mail or (with written confirmation of delivery) by facsimile, telegram, telex, cablegram or similar transmission; and a notice, request or consent given under this Agreement is effective on receipt by the Person to receive it. Whenever any notice is required to be given by Law, the Delaware Certificate or this Agreement, a written waiver thereof, signed by the Person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice. By giving each other Member notice thereof, a Member may change its address for notices or add additional addresses for copies of notices.

10.11 Further Assurances. In connection with this Agreement and the transactions contemplated hereby, each Member shall execute and deliver any additional documents and

instruments and perform any additional acts that may be necessary or appropriate to effectuate and perform the provisions of this Agreement and those transactions.

10.12 Waiver of Certain Rights. To the extent permitted by the Act and applicable Law, each Member irrevocably waives any right it may have to maintain any action for dissolution of the Company.

10.13 Creditors. None of the provisions of this Agreement shall be for the benefit of, or shall be enforceable by, any creditor of the Company.

10.14 Confidentiality.

(a) Each Member agrees that it will not disclose to any Person or otherwise use to its benefit or to the benefit of any third party, including any Affiliate of such Member, in any way whatsoever any Confidential Information, without the consent of the Board or the Chief Executive Officer, except as may be necessary to comply with any Applicable Law, directive or procedure of any Governmental Authority. Each Member will notify the Company before disclosing such information pursuant to any such Applicable Law, directive or procedure to give the Company the opportunity to seek a protective order. The restrictions set forth in this Section 10.14 shall not apply to information that (i) is, or after the date of this Agreement, becomes generally available to the public, other than through the wrongful act of any Person, (ii) after the date of this Agreement, is communicated to the Member disclosing such information in a non confidential manner by a third party without any breach of this Section 10.14 or breach of any confidentiality obligations of such third party to any of the Members or (iii) was or is already in the possession of the Person receiving such information at the time of its disclosure by the Member disclosing such information, *provided*, that such Person came into possession of such information through means other than that which would constitute a breach of this Section 10.14 or a breach of the confidentiality obligations of any third party to the Member disclosing such information. This Section 10.14 shall survive with respect to a former Member for a period of two years after the date that such Member ceases to be a Member.

(b) A Member that subsequently ceases to be a Member shall promptly destroy (and provide a certificate of destruction to the Company with respect to), or return to the Company, all Confidential Information in its possession.

(c) The Members agree that no adequate remedy at law exists for a breach or threatened breach of any of the provisions of this Section 10.14, the continuation of which unremedied will cause the Company to suffer irreparable harm. Accordingly, the Members agree that the Company shall be entitled, in addition to other remedies that may be available to them, to immediate injunctive relief from any breach of any of the provisions of this Section 10.14 and to specific performance of their rights hereunder, as well as to any other remedies available at law or in equity.

[Signature Page Follows]

IN WITNESS WHEREOF, the Member has executed this Agreement as of the Effective Date.

ENERGY TRANSFER EQUITY, L.P.

By: LE GP, LLC, its general partner

By: /s/ John W. McReynolds

John W. McReynolds, President

EXHIBITS

Exhibit

A — Sharing Ratios

B — Form of Certificate

Sharing Ratios

<u>Name and Address and Number of Units as of Effective Date</u>	<u>Unit Ownership</u>	<u>Sharing Ratio</u>	<u>Net Agreed Value of Capital Contributions</u>
MEMBER: Energy Transfer Equity, L.P. 3738 Oak Lawn Avenue Dallas, Texas 75219		100%	

The Units represented by this Certificate have been acquired for investment and were issued without registration under the Securities Act of 1933, as amended (the “*Securities Act*”), or under the securities laws of any state. These interests may not be sold, pledged, hypothecated, or otherwise transferred at any time except (i) in accordance with the restrictions contained in the Third Amended and Restated Limited Liability Company Agreement of Energy Transfer Partners, L.L.C. (the “*LLC Agreement*”), as amended from time to time, among the members of Energy Transfer Partners, L.L.C. and the other parties thereto and (ii) pursuant to an effective registration statement under the Securities Act and any applicable state securities laws unless an exemption from registration under the Securities Act and under any applicable state securities laws is available in connection with the transfer.

**Certificate Evidencing Class Units
Representing Member Interests in
Energy Transfer Partners, L.L.C.**

No.

Units

In accordance with Section 3.3 of the Third Amended and Restated Limited Liability Company Agreement of Energy Transfer Partners, L.L.C., as amended, supplemented or restated from time to time (the “*LLC Agreement*”), Energy Transfer Partners, L.L.C., a Delaware limited liability company (the “*Company*”), hereby certifies that (the “*Holder*”) is the registered owner of units representing limited partner interests in the Company (the “*Units*”) transferable on the books of the Company, in person or by duly authorized attorney, upon surrender of this Certificate properly endorsed and accompanied by a properly executed application for transfer of the Units represented by this Certificate. The rights, preferences and limitations of the Units are set forth in, and this Certificate and the Units represented hereby are issued and shall in all respects be subject to the terms and provisions of, the LLC Agreement. Copies of the LLC Agreement are on file at, and will be furnished without charge on delivery of written request to the Company at, the principal office of the Company located at 2828 Woodside Street, Dallas, Texas 75204.

The Holder, by accepting this Certificate, is deemed to have (i) requested admission as, and agreed to become, a Member and to have agreed to comply with and be bound by and to have executed the LLC Agreement, (ii) represented and warranted that the Holder has all right, power and authority and, if an individual, the capacity necessary to enter into the LLC Agreement and (iii) made the waivers and given the consents and approvals contained in the LLC Agreement.

This Certificate shall not be valid for any purpose unless it has been signed and registered by the Company.

Dated: _____

Signed and Registered:

Energy Transfer Partners, L.L.C.

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

**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 August 10, 2010, 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 Conflicts Committee, 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 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 Conflicts Committee, 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 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 ETE, the ETE 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.

7.3 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 Conflicts Committee, 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 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 COMMERCIALY 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 COMMERCIALY 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. **Use of Confidential Information.** 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. **Information about Transaction.** 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. **Required Disclosure.** 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 policies, (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 _____, _____.