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

FORM 8-K

CURRENT REPORT

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

Date of Report (Date of earliest event reported): January 11, 2012

ENERGY TRANSFER PARTNERS, L.P.

(Exact name of Registrant as specified in its charter)

Delaware	**1-11727**	**73-1493906**
(State or other jurisdiction of incorporation)	**(Commission File Number)**	**(IRS Employer Identification Number)**

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

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

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

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 1.01 Entry into a Material Definitive Agreement.

Amendment No. 2 to Contribution Agreement

On January 11, 2012, Energy Transfer Partners, L.P. ("ETP"), Energy Transfer Partners GP, L.P. ("ETP GP"), Heritage ETC, L.P. ("Heritage ETC" and together with ETP and ETP GP, the "Contributor Parties") and AmeriGas Partners, L.P. ("AmeriGas") entered into Amendment No. 2 (the "Second Amendment") to the Contribution and Redemption Agreement (the "Contribution Agreement"), dated as of October 15, 2011, and amended by Amendment No. 1 thereto dated as of December 1, 2011 (the "First Amendment"). The Second Amendment requires the Contributor Parties to divest the Cylinder Exchange Business (as such term is defined in the Second Amendment) of Heritage Operating, L.P. ("HOLP"). The Contributor Parties and AmeriGas entered into the Second Amendment pursuant to the terms of a Decision and Order approved and issued by the Federal Trade Commission on January 10, 2012.

Pursuant to the Second Amendment, and as previously described in ETP's Current Report on Form 8-K filed with the Securities and Exchange Commission (the "SEC") on January 4, 2012, the Contributor Parties agreed to cause HOLP to transfer, distribute and/or assign to Heritage Propane Express, LLC, a Delaware limited liability company ("HPX"), HOLP's interest in the assets and liabilities of the Cylinder Exchange Business. The Second Amendment also contemplates that, as promptly as practicable after the execution of the Second Amendment, the Contributor Parties shall cause HPX to use its reasonable best efforts to sell the Cylinder Exchange Business to a third party. The Cylinder Exchange Business is defined in the Second Amendment to mean HOLP's business of preparing, distributing, marketing and selling 20-pound portable grill cylinders pre-filled with propane and collecting used 20-pound portable grill cylinders for refilling or disposal.

Under the terms of the Second Amendment, the purchase price under the Contribution Agreement was reduced by an amount equal to $40 million, subject to a post-closing adjustment specified in the Second Amendment.

In addition, the Second Amendment provides that, as a condition to the Contribution Closing (as such term is defined in the Contribution Agreement), HPX and AmeriGas will enter into a transition services agreement whereby AmeriGas will provide HPX with certain transition and supply services related to the Cylinder Exchange Business for up to the later of 12 months after the Contribution Closing or, if requested by a buyer of the Cylinder Exchange Business, 6 months after the closing of the sale of the Cylinder Exchange Business with the option for a 6 month extension at the buyer's discretion, but in no event to exceed 24 months.

The above description of the Second Amendment does not purport to be complete and is subject to, and qualified in its entirety by, (i) the full text of the Second Amendment, which is filed as Exhibit 2.1 hereto, (ii) the full text of the Contribution Agreement, which is filed as Exhibit 2.1 to ETP's Current Report on Form 8-K filed with the SEC on October 18, 2011, and (iii) the full text of the First Amendment , which is filed as Exhibit 2.1 to ETP's Current Report on Form 8-K filed with the SEC on December 7, 2011, each of which are incorporated herein by reference.

Contingent Residual Support Agreement

On January 12, 2012, the Contributor Parties completed the contribution to AmeriGas of the subsidiaries which operate ETP's retail propane business (the "Propane Business") in exchange for approximately $1.466 billion in cash and 29,568,362 AmeriGas common units (the "Equity Consideration" and, together with the cash consideration, the "Purchase Price"), as contemplated by the Contribution Agreement, subject to customary post-closing purchase price adjustments (the "Contribution").

In order to finance the cash portion of the Purchase Price, AmeriGas Finance LLC ("Finance Company"), a wholly owned subsidiary of AmeriGas, issued $550 million in aggregate principal amount of 6.75% senior notes due 2020 and $1 billion in aggregate principal amount of 7.00% senior notes due 2022. Of those notes, $532,358,050 in aggregate principal amount of the 6.75% senior notes due 2020 and $967,741,950 in aggregate principal amount of the 7.00% senior notes due 2022 (together, the "Senior Notes") are subject to the CRS (as defined and further described below).

AmeriGas borrowed $1.5 billion of the proceeds of the Senior Notes issuance from Finance Company through an intercompany borrowing having maturity dates and repayment terms that mirror those of the Senior Notes (the "Supported Debt"). In connection with the closing of the Contribution and pursuant to the Contribution Agreement, ETP entered into and delivered a Contingent Residual Support Agreement ("CRS") with AmeriGas, Finance Company, AmeriGas Finance Corp. and UGI Corp., pursuant to which ETP will provide contingent, residual support of the Supported Debt. In order for ETP to be required to make a payment pursuant to the CRS, Finance Company must first exercise remedies against AmeriGas (whether through the closing of a bankruptcy proceeding against AmeriGas following its administration or following receipt of a final and non-appealable judgment against AmeriGas and execution of such judgment against the property of AmeriGas, as applicable) and, following such exercise of remedies against AmeriGas, a portion of the principal amount of the Supported Debt must remain unpaid. Only in such an event will the CRS require ETP to make a payment to Finance Company in support of the Supported Debt. ETP shall have no obligation with respect to accrued and unpaid interest on the Supported Debt. The amount of such required payment under the CRS will be equal to the deficiency, if any, that remains following Finance Company's exercise of remedies against AmeriGas and the liquidation of all available assets pursuant to the exercise of remedies. The CRS contains restrictions on the ability of AmeriGas and Finance Company to (i) repay any principal amount of the Supported Debt or the Senior Notes prior to the applicable maturity date thereof, (ii) refinance all or any portion of the Supported Debt or the Senior Notes, (iii) exchange all or any portion of the Supported Debt or the Senior Notes or (iv) extend the applicable maturity date of any tranche of Supported Debt or Senior Notes, subject in each case to certain exceptions. The CRS also provides that, upon the maturity date for each tranche of Supported Debt, no additional Supported Debt shall be permitted to be incurred by AmeriGas to refinance or replace such tranche of Supported Debt.

The CRS incorporates by reference certain covenants contained in the indenture covering AmeriGas' 6.25% senior notes due 2019. These incorporated covenants, which include items limiting liens, additional indebtedness, sale and leaseback transactions, and asset sales, among other restrictions, are incorporated by reference into the CRS for the benefit of ETP. The CRS also includes a covenant restricting the activities of Finance Company to those transactions related to the issuance of the Senior Notes and the lending of funds to AmeriGas pursuant to the Supported Debt. The CRS provides that the incorporated covenants regarding limitations on liens and limitations on sale and leaseback transactions and the covenant restricting Finance Company's activities may only be amended or waived with the consent of ETP, such consent not to be unreasonably withheld. With respect to the other incorporated covenants, so long as the credit rating of AmeriGas' senior unsecured long-term debt has a rating above B3 by Moody's Investors Service, Inc. and B- by Standard & Poor's Financial Services, LLC, such covenants will be deemed waived or amended by ETP to the extent such covenants are also waived or amended by the requisite holders of AmeriGas' outstanding publicly traded notes. If the credit rating of AmeriGas' senior unsecured long-term debt falls below either of the levels set forth above and if ETP reasonably determines that a requested waiver or amendment of such incorporated covenants would reasonably be expected to result in an increased likelihood of the CRS being called, then the consent of ETP shall be required with respect to such waiver or amendment.

The CRS provides that ETP shall be entitled to appoint one board member to the board of directors of AmeriGas Propane, Inc., the general partner of AmeriGas ("AmeriGas GP"), so long as the Supported Debt remains outstanding, such board member to be reasonably acceptable to AmeriGas GP. In addition, the CRS also provides that, during the five (5) year period following the effectiveness of the CRS, UGI Corp. may not cease to control AmeriGas GP, in its capacity as the general partner of AmeriGas, without the consent of ETP (such consent not to be unreasonably withheld). Thereafter, ETP only has the right to consent to a change of control of AmeriGas Propane, Inc. if such a change of control would result in a downgrade of the credit rating of the Senior Notes.

The above description of the CRS does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the CRS, which is filed as Exhibit 10.1 hereto

Unitholder Agreement

In connection with the Contribution and pursuant to the Contribution Agreement, the Contributor Parties, AmeriGas and Energy Transfer Equity, L.P. ("ETE") entered into a Unitholder Agreement dated January 12, 2012 (the "Unitholder Agreement") related to the AmeriGas common units issued to Heritage ETC as the Equity Consideration. The 29,568,362 AmeriGas common units represent approximately 34% of the outstanding common units of AmeriGas.

The Unitholder Agreement restricts Heritage ETC from selling the AmeriGas common units it receives as Equity Consideration until January 12, 2013, but will provide ETP with customary registration rights related to the AmeriGas common units following such holding period.

The above description of the Unitholder Agreement does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the Unitholder Agreement, which is filed as Exhibit 10.2 hereto.

Letter Agreement

On January 11, 2012, the Contributor Parties and AmeriGas entered into a letter agreement (the "Letter Agreement") in respect of the Contribution Agreement. The Letter Agreement, among other things, provided that the Estimated Closing Date Balance Sheets, Estimated Net Working Capital and Estimated Net Cash (as such terms are defined in the Contribution Agreement) would be calculated as of December 31, 2011 and the Final Closing Date Balance Sheets, Final Net Working Capital, Final Net Cash, Estimated Unearned Distribution Amount and the Estimated Unearned Pro Rata Distribution Amount (as such terms are defined in the Contribution Agreement) would be calculated as of January 18, 2012 for purposes of determining the purchase price adjustment.

The above description of the Letter Agreement does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the Letter Agreement, which is filed as Exhibit 10.3 hereto.

Item 2.01 Completion of Acquisition or Disposition of Assets.

The information set forth under Item 1.01 under the headings "Contingent Residual Support Agreement" and "Unitholder Agreement" is incorporated into this Item 2.01 by reference.

Item 2.03. Creation of a Direct Financial Obligation or an Obligation under and Off-Balance Sheet Arrangement.

The information set forth under Item 1.01 under the heading "Contingent Residual Support Agreement" is incorporated into this Item 2.03 by reference.

Item 7.01. Regulation FD Disclosure.

On January 12, 2012, ETP issued a press release in connection with the sale of the Propane Business. The full text of the press release is attached hereto as Exhibit 99.1.

Forward Looking Statements

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

Item 9.01 Financial Statements and Exhibits.

(b) Pro forma financial information.

The pro formal financial information required to be filed by this Item was filed as Exhibit 99.1 to ETP's Current Report on Form 8-K/A filed with the SEC on January 9, 2012, and is incorporated herein by reference.

(d) Exhibits.

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

Exhibit Number	Description
2.1*	Amendment No. 2, dated January 11, 2012, to the Contribution and Redemption Agreement by and among Energy Transfer Partners, L.P., Energy Transfer Partners GP, L.P., Heritage ETC, L.P. and AmeriGas Partners, L.P. dated October 15, 2011.
10.1	Contingent Residual Support Agreement by and among Energy Transfer Partners, L.P., AmeriGas Finance LLC, AmeriGas Finance Corp., AmeriGas Partners, L.P. and, for certain limited purposes, UGI Corporation, dated January 12, 2012.
10.2	Unitholder Agreement by and among Energy Transfer Equity, L.P., Energy Transfer Partners, L.P., Energy Transfer Partners GP, L.P., Heritage ETC, L.P. and AmeriGas Partners, L.P. dated January 12, 2012.
10.3	Letter agreement by and among Energy Transfer Partners, L.P., Energy Transfer Partners GP, L.P., Heritage ETC, L.P. and AmeriGas Partners, L.P, dated January 11, 2012.
99.1	Press release of Energy Transfer Partners, L.P. dated January 12, 2012.

* Schedules and annexes omitted pursuant to Item 601(b)(2) of Regulation S-K. The Registrant agrees to furnish supplementally a copy of any omitted schedule to the Securities and Exchange Commission upon request.

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: January 13, 2012

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

EXHIBIT INDEX

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* Schedules and annexes omitted pursuant to Item 601(b)(2) of Regulation S-K. The Registrant agrees to furnish supplementally a copy of any omitted schedule to the Securities and Exchange Commission upon request.

Exhibit 2.1

AMENDMENT NO. 2 TO

CONTRIBUTION AND REDEMPTION AGREEMENT

This **AMENDMENT NO. 2**, dated as of January 11, 2012 (this "***Amendment***"), to the Contribution and Redemption Agreement, dated as of October 15, 2011, as amended (the "***Contribution Agreement***"), is made and entered into by and among Energy Transfer Partners, L.P., a Delaware limited partnership ("***ETP***"), Energy Transfer Partners GP, L.P., a Delaware limited partnership and the general partner of ETP ("***ETP GP***"), Heritage ETC, L.P., a Delaware limited partnership ("***Contributor***"), and AmeriGas Partners, L.P., a Delaware limited partnership ("***Acquirer***").

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

R E C I T A L S

WHEREAS, the Parties are parties to the Contribution Agreement, pursuant to which, upon the terms and subject to the conditions set forth therein, Contributor will contribute to Acquirer, and Acquirer will acquire from Contributor, the Acquired Interests, and in exchange Acquirer will issue to ETP the Equity Consideration and the Cash Consideration; and

WHEREAS, the Parties wish to amend the Contribution Agreement as set forth in this Amendment.

WHEREAS, this Amendment is being done in accordance with the Decision and Order entered by the United States Federal Trade Commission in *In the Matter of* AmeriGas Propane L.P., Energy Transfer Partners, L.P., and Energy Transfer Partners GP, L.P. (the "***Order***").

NOW, THEREFORE, in consideration of the foregoing and of the covenants and agreements contained herein, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree that, effective as of the date of this Amendment, the Contribution Agreement shall be amended as follows:

ARTICLE I

DEFINITIONS; REFERENCES

Section 1.1 Definitions; References. Unless otherwise specifically defined herein, each capitalized term used but not defined herein shall have the meaning assigned to such term in the Contribution Agreement, including any amendments to such terms pursuant to Section 2.14 of this Amendment. On and after the date hereof, each reference in the

Contribution Agreement to "this Agreement," "herein," "hereunder" or words of similar import shall mean and be a reference to the Contribution Agreement as amended by this Amendment. Each reference herein to "the date of this Amendment" shall refer to the date set forth above and, except as otherwise expressly provided in this Amendment, each reference in the Contribution Agreement to the "date of this Agreement" or "date hereof" or similar references shall refer to October 15, 2011.

ARTICLE II

AMENDMENTS

Section 2.1 Amendment to Section 5.5. Section 5.5 of the Contribution Agreement is hereby amended by replacing the first word "Subject" with "Except as otherwise contemplated in Section 5.29(e), subject".

Section 2.2 Amendment to Section 5.10. Section 5.10 of the Contribution Agreement is hereby amended by (A) making the existing Section 5.10 subparagraph (a), (B) amending the references in existing Section 5.10 to "Section 5.10" to read "Section 5.10(a)" and (C) adding the following sentence at the end of that subsection: "Notwithstanding anything herein to the contrary, nothing in this Section 5.10 shall restrict or prevent any Contributor Party from soliciting for employment or hiring any employees associated with the Cylinder Exchange Business or Messrs. Steve Sheffield or Eric Beatty as contemplated by Section 5.29(e)." Also, Section 5.10 is hereby further amended by adding the following subparagraph (b):

"(b) From the date of this Amendment until the second (2nd) anniversary of the Contribution Closing Date, Acquirer shall not, and shall cause its Affiliates to not, solicit for employment or hire any Person who is currently an employee of HOLP or any of its Subsidiaries and becomes an employee of HPX in connection with the Carve Out Transaction (an "***HPX Employee***"), including an HPX Employee who becomes an employee of the initial purchaser of the Cylinder Exchange Business contemplated by
Section 5.29(e). The restrictions in this Section 5.10(b) regarding the prohibition on solicitations (as opposed to hires) shall not apply to (i) any solicitation by way of general advertising, including general solicitations in any local, regional or national newspapers or other publications or circulars or on internet sites or any search firm engagement which is not directed or focused on employees of HPX or any other Person that owns the Cylinder Exchange Business, as applicable, or (ii) the hiring of a person whose employment was terminated by his or her respective employer (or its Affiliates) and who was not solicited by the other Party (or its Affiliates) in violation of this Section 5.10(b)."

Section 2.3 Amendment to Section 5.29. A new Section 5.29(e) is hereby added to the Contribution Agreement, reading in its entirety as follows:

"Notwithstanding anything to the contrary in this Section 5.29 or elsewhere in this Agreement, immediately prior to the Contribution Closing, the Contributor Parties shall cause (A) HOLP to transfer, distribute and/or assign (the "***Carve Out Transaction***") to Heritage Propane Express, LLC, a Delaware limited liability company and an indirect wholly-owned Subsidiary of ETP ("***HPX***"), all of HOLP's rights, title and interest, in, to and under, all of the

assets, including the transfer of all of the HPX Employees, constituting the Cylinder Exchange Business (the "***Cylinder Exchange Assets***"), as more specifically set forth on Schedule 5.29(e)(i), provided that the rights, titles and interests to be conveyed receive all Governmental Authorities consents, licenses, permits, waivers, approvals, authorizations or orders and (B) HPX to assume the liabilities of HOLP related to the Cylinder Exchange Assets to the extent specifically identified on Schedule 5.29(e)(ii) (the "***Cylinder Exchange Liabilities***"). The Contributor Parties agree to use their reasonable best efforts to obtain timely all authorizations, consents and approvals of all third parties necessary in connection with the consummation of the Carve Out Transaction and the sale of the Cylinder Exchange Business; provided, however, that any reasonable payments or reasonable consent fees paid to obtain such consents shall be included as Transaction Expenses in accordance with Section 5.29(e)(iii); provided, further, that the Contributor Parties will use reasonable best efforts to avoid having to pay any consent fees to obtain such consents. The Contributor Parties hereby represent that the Cylinder Exchange Assets, coupled with the services being provided under the Cylinder Exchange Transition Services Agreement, the leases being entered into pursuant to Section 5.29(e)(v) and the rights being granted under Section 5.17(f), constitute all the assets, properties and rights that are currently being used by the Cylinder Exchange Business and that are necessary to conduct the Cylinder Exchange Business after the Carve Out Transaction in the same manner as it was being conducted prior to such time. If at any time after the Carve Out Transaction, the Parties discover that (i) HOLP is in possession of any asset constituting part of the Cylinder Exchange Business, Acquirer shall cause HOLP to immediately transfer such assets to HPX or (ii) HPX is in possession of any asset transferred to HPX as part of the Carve Out Transaction that does not constitute part of the Cylinder Exchange Business, the Contributor Parties shall cause HPX to immediately transfer such assets to HOLP.

(i) As promptly as practicable after the date hereof, the Contributor Parties shall and shall cause HPX to use their reasonable best efforts to sell the Cylinder Exchange Business to a third party in a lawful manner designed to achieve the best available cash purchase price. In furtherance of the foregoing, the Contributor Parties agree that reasonable best efforts to obtain the best available cash purchase price includes (A) preparing any financial statements relating to the Cylinder Exchange Business, including audited financial statements, that may be reasonably necessary to facilitate the sales process or are reasonably requested by the buyer of the Cylinder Exchange Business, (B) entering into agreements reasonably necessary to retain the key personnel who currently manage the Cylinder Exchange Business identified on Schedule 5.29(e)(iii), (C) using and engaging such internal and external personnel and resources as are reasonably necessary to facilitate the sales process, including a broker or outside counsel as necessary in the reasonable discretion of the Contributor Parties, and (D) soliciting potential buyers that the Contributor Parties, based on their experience, reasonably determine to be reasonably likely to be credible and interested buyers. The Contributor Parties shall, subject to compliance with applicable Law, keep Acquirer informed about the sales process and any negotiations in respect of the sale of the Cylinder Exchange Business and shall make reasonable efforts to consult with Acquirer and afford Acquirer a reasonable opportunity to participate in such sales process and any such negotiations; provided, however, that the Contributor Parties shall have the ultimate right to determine the price and the entity to which the Cylinder Exchange Business is sold. Notwithstanding anything herein to the contrary, the Parties acknowledge and agree that the Contributor Parties shall not sell, and Acquirer shall not offer to buy from the

Contributor Parties, the Cylinder Exchange Business. In addition, the Contributor Parties will not permit any Person participating in the sales process to participate as a potential buyer of the Cylinder Exchange Business without first requiring such Person to (A) withdraw from the sales process and (B) obtain Acquirer's prior consent.

(ii) The Purchase Price and the Cash Consideration shall be decreased by an amount equal to $40 million (the "***Adjustment Amount***"); provided, however, that upon the closing of the sale of the Cylinder Exchange Business (and later upon the final determination of any post-closing true up of working capital, net debt or other customary post-closing purchase price adjustments, if any, included in any definitive sale agreement with respect to the sale of the Cylinder Exchange Business), the Adjustment Amount shall be adjusted in accordance with Schedule 5.29(e)(iv). Unless otherwise required by applicable Law, the Parties agree to treat the Adjustment Amount (as adjusted in accordance with Schedule 5.29(e)(iv)) as an adjustment to the Purchase Price and the Cash Consideration for all purposes (including for all tax purposes).

(iii) Acquirer agrees to reimburse the Contribution Parties 50% of the amount of all fees and expenses (including (i) fees and expenses payable to any financial advisors, brokers, legal advisors and external accounting firms and (ii) the compensation, bonus payments and expenses payable to Steve Sheffield, Eric Beatty and the key employees of HPX as described on Schedule 5.29(e)(v)) payable in connection with the sale of the Cylinder Exchange Business (the "***Transaction Expenses***"), such 50% reimbursable portion not to exceed $1.5 million and such reimbursement amount to be paid to the Contributor not later than fifteen (15) Business Days after notice from the Contributor to Acquirer of the payment of any such Transaction Expenses. Acquirer agrees to reimburse Contributor for payments made by the Contributor Parties to the third party buyer of the Cylinder Exchange Business for damages suffered as a result of the Contributor Parties' or HPX's breach of usual and customary representations and warranties contained in any definitive sale agreement with respect to the sale of the Cylinder Exchange Business; provided, however, that Acquirer shall not be obligated to reimburse Contributor to the extent damages (x) were directly caused by the Contributor Parties' or HPX's failure to disclose (including by way of any disclosure schedule) to said third-party buyer any event, fact or circumstance actually known (after reasonable due inquiry) by the Contributor Parties or HPX, or (y) were not reasonably foreseeable by Acquirer due to any material inaccuracy in, or material omissions from, any of the Schedules or Annexes to this Agreement related to the Cylinder Exchange Business; provided, further, that any such reimbursement payments will be considered indemnifiable Losses under Section 8.1 (subject to the limitations on recovery for indemnifiable Losses in Section 8.3) to the extent the underlying cause giving rise to the indemnification obligation would have resulted in a breach under Article III of the Contribution Agreement for which Acquirer would have been entitled to indemnification under Article VIII of the Contribution Agreement had the Cylinder Exchange Business been transferred to Acquirer as of the Contribution Closing.

(iv) To enable the Cylinder Exchange Business to operate in substantially similar form to how it operated prior to the Carve Out Transaction, at or prior to the Contribution Closing, Acquirer and HPX will enter into a transition services agreement, in substantially the form attached hereto as Annex I (the "***Cylinder Exchange Transition Services Agreement***"), to provide HPX with certain transition services as set forth therein for a period of up to the later of

(A) twelve (12) months after the Contribution Closing or (B) if requested by a buyer of the Cylinder Exchange Business, six (6) months after the closing of the sale of the Cylinder Exchange Business; provided that the buyer of the Cylinder Exchange Business will have the option, at its discretion, to extend said period for an additional six (6) months, but in no event to exceed twenty-four (24) months in the aggregate, which services will be priced at Acquirer's cost. Acquirer acknowledges that the Cylinder Exchange Transition Services Agreement will be assignable to the third party buyer of the Cylinder Exchange Business, if requested by said buyer. Acquirer agrees to cooperate in good faith to make reasonable modifications to the Cylinder Exchange Transition Services Agreement as may be requested by the Contributor Parties or the initial purchaser of the Cylinder Exchange Business.

(v) Prior to the Contribution Closing, the Contributor Parties shall cause HOLP and HPX to enter into such leases with HOLP as the lessor and HPX as the lessee, except with respect to the property in Centre, Alabama with respect to which HPX will be the lessor and HOLP will be the lessee, as are reasonably necessary in order to provide HPX access to the real property currently utilized in the operation of the Cylinder Exchange Business. Such leases shall (a) be for a term of twelve (12) months commencing upon the Carve Out Transaction; provided, however, that, at the option of the buyer of the Cylinder Exchange Business, such leases may be terminated or extended for a period of up to twelve (12) months after the closing of the sale of the Cylinder Exchange Business, (b) be for no rent so long as HPX or the initial purchaser of the Cylinder Exchange Business owns the Cylinder Exchange Business; for the avoidance of doubt, this clause (b) shall not apply to any lease that is assigned to HPX or the initial purchaser of the Cylinder Exchange Business in which case the assignee shall be responsible for the payment of any rent due under such lease, and (c) contain such other commercially reasonable terms as may be necessary or appropriate.

(vi) From the effective date of the Carve Out Transaction through the closing of the sale of the Cylinder Exchange Business, except as required by applicable Law, with respect to the Cylinder Exchange Business the Contributor Parties shall and shall cause HPX to (A) conduct the Cylinder Exchange Business and activities in the ordinary course of business consistent with past practice; (B) use reasonable best efforts to preserve intact its goodwill and relationships with customers, suppliers and others having business dealings with them; (C) use reasonable best efforts to keep available the services of the key employees; (D) make growth and maintenance capital expenditures (other than capital expenditures associated with purchases of any securities or ownership interests of, or acquisitions of assets of, or investments in, any Person) in the ordinary course of business consistent with past practice and the Propane Group Budget for the Cylinder Exchange Business; and (E) not take any action that would materially and adversely affect the ability of the Contributor Parties and HPX to effect the sale of the Cylinder Exchange Business in a manner designed to achieve the best available cash purchase price, be reasonably expected to prevent or materially delay the sale of the Cylinder Exchange Business or have a Material Adverse Effect on the Cylinder Exchange Business."

(vii) The Contributor Parties agree to use (and cause HPX to use) reasonable best efforts to obtain from any Governmental Authorities any consents, licenses, permits, waivers, approvals, authorizations or orders required to be obtained and to make or cause to be made any filings with or notifications or submissions to any Governmental Authority that are

necessary in order to sell the Cylinder Exchange Business on the terms set forth in this Section 5.29(e) and shall diligently and expeditiously prosecute such matters. Acquirer agrees, however, that with prior notice to and in consultation with Acquirer, the Contributor Parties and HPX may agree to sell the Cylinder Exchange Business on terms materially different than those set forth above if necessary to obtain any authorization, consent or approval of any Governmental Authority under any Regulatory Law that is required to consummate the sale of the Cylinder Exchange Business to a third party. The Contributor Parties agree to use (and cause HPX to use) reasonable best efforts to resist any effort by a Governmental Authority to alter the terms of sale specified in Section 5.29(e).

(viii) In the event the Contributor Parties fail to consummate the sale of the Cylinder Exchange Business within twelve months after the Contribution Closing, then (A) the provisions of this Section 5.29(e)(i), (iii), (vi) and (vii) with respect to the sale of the Cylinder Exchange Business shall terminate and (B) the obligations of each of the Contributor Parties and Acquirer hereunder, including any obligations to adjust the Adjustment Amount under Section 5.29(e)(ii) or to reimburse any Transaction Expenses under Section 5.29(e)(iii) shall cease; provided that, notwithstanding the foregoing, (a) any Transaction Expenses incurred prior to the first anniversary of the Contribution Closing shall be subject to the reimbursement obligation under Section 5.29(e)(iii) and (b) any services under the Cylinder Exchange Transition Services Agreement which by there terms survive beyond such twelve month period shall continue in accordance with the terms set forth in the Cylinder Exchange Transition Services Agreement. For the avoidance of doubt, the provisions of this Section 5.29(e)(viii) shall not in any way effect the Carve Out Transaction under this Section 5.29(e) or the adjustment to the Purchase Price and the Cash Consideration to account for the Adjustment Amount as contemplated by Section 5.29(e)(ii) without giving effect to the proviso set forth therein."

Section 2.4 Amendment to Section 5.9(a). Section 5.9(a) of the Contribution Agreement is hereby amended by adding as the last sentence thereof the following: "Notwithstanding anything in the Agreement to the contrary, Acquirer acknowledges that any and all information provided or made available to it by the Contributor Parties (or their Representatives) before or after the Contribution Closing concerning the Cylinder Exchange Business will remain subject to the terms and conditions of such Confidentiality Agreement after the Contribution Closing."

Section 2.5 Amendment to Section 5.9(b). Section 5.9(b) of the Contribution Agreement is hereby amended by adding as the last sentence thereof the following: "Notwithstanding anything in the Agreement to the contrary, Acquirer acknowledges that any and all information concerning the Cylinder Exchange Business shall not be subject to the limitations set forth in this Section 5.9(b)."

Section 2.6 Amendment to Section 5.29(a). Section 5.29(a) of the Contribution Agreement is hereby amended by adding as the last sentence thereof the following: "The amount of the Divestiture Cap shall be reduced by the revenue attributable to the Cylinder Exchange Business for the twelve (12) months ended June 30, 2011."

Section 2.7 Amendment to Section 5.11. Section 5.11(a)(iv) of the Contribution Agreement is hereby amended in its entirety to read as follows: "owning or operating Propane Group Assets retained by an ETP Entity in connection with the exercise of the ETP Retention Option in accordance with Section 5.29(b) or in connection with the retention of the Cylinder Exchange Business in accordance with Section 5.29(e); provided, however, that such ETP Entity agrees to divest such Propane Group Assets (other than the Cylinder Exchange Business) retained by an ETP Entity within one (1) year of the Contribution Closing Date (or such lesser time that may be required pursuant to an order by a Governmental Authority under any Regulatory Law)."

Section 2.8 Amendment to Section 5.4. Section 5.4(e) of the Contribution Agreement is hereby amended in its entirety to read as follows: "Notwithstanding anything to the contrary in this Agreement, Acquirer shall have the right to direct all discussions, matters, proceedings or negotiations (collectively, the "***Negotiations***") with any Governmental Authority or other Person regarding any of the transactions contemplated hereby, other than the Carve Out Transaction or Negotiations arising under ETP or ETP GP's compliance with Sections II.C. or II.D of the Order, provided that (i) it shall keep the Contributor Parties informed about such Negotiations, shall make reasonable efforts to consult with the Contributor Parties and shall afford the Contributor Parties a reasonable opportunity to participate in the Negotiations; but (ii) prior to the issuance of a request for additional information and documentary material ("***Second Request***"), with specific respect to any Negotiations with the Federal Trade Commission (the "***FTC***"), Acquirer and the Contributor Parties shall jointly be responsible for directing all Negotiations, and all Parties shall keep the other informed about such Negotiations, shall consult with each other and shall include each other in any such Negotiations."

Section 2.9 Amendment to Section 5.17. Section 5.17 of the Contribution Agreement is hereby amended to add the following clause (f):

"(f) HOLP hereby grants to HPX an exclusive royalty-free license to use the HPX Mark and a non-exclusive royalty-free license to use the Heritage Ancillary Marks in connection with the Cylinder Exchange Business during the Mark License Term. The "***HPX Mark***" shall mean the "HERITAGE PROPANE EXPRESS" mark, and the "***Heritage Ancillary Marks***" shall mean the HERITAGE PROPANE WITH FLAG mark and the RELATIONSHIPS MATTER mark, in each case as identified on Exhibit A to Schedule 3.13(a). The "***Mark License Term***" means the time period from the Contribution Closing Date until twelve (12) months after the closing of the sale of the Cylinder Exchange Business by the Contributor Parties. HPX agrees that all goods and services sold under the HPX Mark or the Heritage Ancillary Marks shall be of substantially the same quality as such goods and services sold in the Cylinder Exchange Business prior to the Carve Out Transaction. HPX agrees that, from and after the date of this Amendment, all goodwill that may accrue as a result of HPX's use of the HPX Mark or the Heritage Ancillary Marks during the Mark License Term shall inure solely to HOLP. Upon the end of the Mark License Term, HPX shall cease all use of the HPX Mark and the Heritage Ancillary Marks in connection with its goods and services and the license granted pursuant to this Section 5.17(f) shall terminate. The license granted to HPX in this Section 5.17(f) shall be freely assignable and transferable by HPX with the

sale of the Cylinder Exchange Business, provided that the purchaser of the Cylinder Exchange Business agrees to be bound by this provision. Acquirer agrees, for and on behalf of its Subsidiaries (including HOLP after the Contribution Closing Date), successors and assigns, that after the end of the Mark License Term, it shall promptly retire, and cease all use of, the HPX Mark and that Acquirer and its Subsidiaries (including HOLP after the Contribution Closing Date), successors and assigns shall never again use the HPX Mark in commerce. There will be no infringement of the HPX Mark or the Heritage Ancillary Marks by HPX or the purchaser of the Cylinder Exchange Business by the use of such marks on cylinders after the expiration of the Mark License Term provided that any such cylinders had already been delivered to cages at a customer of HPX or the purchaser of the Cylinder Exchange Business before the expiration of the Mark License Term."

Section 2.10 Amendment to Section 2.4(b)(ii) and definition of "Purchase Price ." All references to "Section 5.29(c)" in Section 2.4(b)(ii) and the definition of "Purchase Price" in Exhibit A of the Contribution Agreement are hereby deleted and replaced with "Section 5.29."

Section 2.11 Amendment to Section 2.4(a). A new Section 2.4(a)(x) is hereby added to the Contribution Agreement, reading in its entirety as follows: "Cylinder Exchange Transition Services Agreement. A counterpart of the Cylinder Exchange Transition Services Agreement, duly executed by HPX."

Section 2.12 Amendment to Section 2.4(b). A new Section 2.4(b)(xiii) is hereby added to the Contribution Agreement, reading in its entirety as follows: "Cylinder Exchange Transition Services Agreement. A counterpart of the Cylinder Exchange Transition Services Agreement, duly executed by Acquirer."

Section 2.13 Amendment to Section 10.4. Section 10.4 of the Contribution Agreement is hereby amended by adding clause (c) to the end of the second sentence to read as follows: "and (c) HPX and the Contributor Parties shall have the right to assign its rights under Sections 5.9(a), 5.10(b), 5.17(f) and 5.29(e) to the initial purchaser of the Cylinder Exchange Business without the prior consent of Acquirer."

Section 2.14 Amendment to Exhibit A. Exhibit A to the Contribution Agreement is hereby amended by adding the following definitions in the appropriate alphabetical position:

"***Cylinder Exchange Business***" means HOLP's business of preparing, distributing, marketing and selling 20-pound portable grill cylinders pre-filled with propane and collecting used 20-pound portable grill cylinders for refilling or disposal. As used in this definition, 20-pound portable grill cylinders refer to cylinders that are designed to meet U.S. Department of Transportation specifications and that are primarily used by consumers in barbeque grills.

"***Order***" means the Decision and Order entered by the United States Federal Trade Commission in *In the Matter of* AmeriGas Propane L.P., Energy Transfer Partners, L.P., and Energy Transfer Partners GP, L.P.

ARTICLE III

GENERAL PROVISIONS

Section 3.1 Effect on the Contribution Agreement. The Contribution Agreement shall remain in full force and effect and, as amended by this Amendment, is hereby ratified and affirmed in all respects.

Section 3.2 Facsimiles; Counterparts. This Amendment may be executed by facsimile signatures by any Party and such signature shall be deemed binding for all purposes hereof, without delivery of an original signature being thereafter required. This Amendment may be executed in counterparts, each of which, when executed, shall be deemed to be an original and all of which together shall constitute one and the same document.

Section 3.3 Governing Law; Jurisdiction. The provisions set forth in Article IX of the Contribution Agreement are incorporated herein by reference.

[Signature page follows.]

IN WITNESS WHEREOF, each of the Parties has caused this Amendment to be executed by its respective duly authorized officers as of the date first above written.

CONTRIBUTOR PARTIES:

ENERGY TRANSFER PARTNERS, L.P.

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

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

By: /s/ Thomas P. Mason

Thomas P. Mason
Vice President, General Counsel and Secretary

ENERGY TRANSFER PARTNERS GP, L.P.

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

By: /s/ Thomas P. Mason

Thomas P. Mason
Vice President, General Counsel and Secretary

HERITAGE ETC, LP

By: Heritage ETC GP, LLC, its general partner

By: /s/ Thomas P. Mason

Thomas P. Mason
Vice President, General Counsel and Secretary

ACQUIRER:

AMERIGAS PARTNERS, L.P.

By: AmeriGas Propane, Inc., its general partner

By: /s/ Eugene Bissell
Eugene Bissell
President and CEO

Exhibit 10.1

EXECUTION VERSION

CONTINGENT RESIDUAL SUPPORT AGREEMENT

This CONTINGENT RESIDUAL SUPPORT AGREEMENT (this "CRSA") is made as of January 12, 2012 (the "Effective Date"), among ENERGY TRANSFER PARTNERS, L.P., a Delaware limited partnership (the "Support Provider"), AMERIGAS FINANCE LLC, a Delaware limited liability company ("Finance Company"), AMERIGAS FINANCE CORP., a Delaware corporation ("Finance Corp"), AMERIGAS PARTNERS, L.P., a Delaware limited partnership ("AmeriGas") and, for certain limited purposes only, UGI CORPORATION, a Pennsylvania corporation ("UGI"). The Support Provider, Finance Company, Finance Corp, AmeriGas and UGI may hereinafter be referred to individually as a "Party" or collectively as the "Parties."

PRELIMINARY STATEMENTS:

A. Pursuant to the indenture dated January 12, 2012 (the "Senior Notes Indenture"), Finance Company and Finance Corp issued $1,550,000,000 of senior notes (the "Initial Senior Notes") comprised of 2 tranches that mature on May 20, 2020 and May 20, 2022 (each such maturity date as in effect as of the date of this CRSA, a "Deemed Maturity Date"). In accordance with the terms and conditions of this CRSA, the Initial Senior Notes may be refinanced through the issuance of Refinancing Senior Notes (as defined below) (such Initial Senior Notes or any Refinancing Senior Notes, the "Senior Notes").

B. Pursuant to the intercompany notes dated January 12, 2012 (the "Intercompany Notes"), AmeriGas, the direct holder of 100% of the membership interests of Finance Company, borrowed $1,500,000,000 of intercompany borrowings from Finance Company (the "Initial Supported Debt"). In accordance with the terms and conditions of this CRSA, the Initial Supported Debt may be refinanced through the issuance of Refinancing Supported Debt (as defined below) (such Initial Supported Debt or any Refinancing Supported Debt, the "Supported Debt").

C. The Senior Notes and the Supported Debt have the same repayment terms and Deemed Maturity Dates.

D. In furtherance of the transactions evidenced by that certain Contribution and Redemption Agreement, dated October 15, 2011, as amended (the "Contribution and Redemption Agreement"), by and among the Support Provider, Energy Transfer Partners GP, L.P., Heritage ETC, L.P. and AmeriGas, the Support Provider desires to enter into this CRSA to provide contingent, residual support to Finance Company in furtherance of the Supported Debt, on the terms and subject to the conditions set forth herein.

E. The Support Provider, Finance Company, Finance Corp, AmeriGas and UGI desire to enter into this CRSA and be bound by the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. ***Contingent Residual Support***. Subject to the terms and conditions of this CRSA, including but not limited to Sections 2 and 3 below, in the event AmeriGas shall have failed to pay the Supported Debt when due, the Support Provider hereby agrees to pay to Finance Company an amount up to $1,500,000,000 of the aggregate principal amount of the Supported Debt which AmeriGas has failed to pay (the "Supported Debt Principal Amount"); *provided*, *however*, that the Support Provider shall have no obligation to make a payment hereunder with respect to any accrued and unpaid interest or any other costs, fees, expenses, penalties, charges or other amounts of any kind whatsoever that shall be due to Finance Company by AmeriGas, whether on or related to the Supported Debt or otherwise.

2. ***Contingent Residual Support Payment Conditions***. Notwithstanding any other term or condition of this CRSA to the contrary, the Support Provider shall not be obligated to make any payment pursuant to this CRSA unless and until each of the following has occurred: (a) AmeriGas shall have failed to make a payment when due to Finance Company in respect of a tranche of Supported Debt and such debt shall have been accelerated pursuant to the terms of the applicable Intercompany Note, (b) if no bankruptcy proceeding has been commenced with respect to AmeriGas, Finance Company or another holder of such tranche of Supported Debt shall have (i) brought an action in a court of law having proper subject matter jurisdiction against AmeriGas to collect such tranche of Supported Debt, (ii) obtained a final and non-appealable judgment (including a judgment for which any time to appeal has expired) by such court against AmeriGas in respect of such tranche of Supported Debt and (iii) levied execution of such judgment against the property of AmeriGas, and as a result of such execution received less than payment in full in cash or property of the principal amount of such tranche of Supported Debt, and (c) if a bankruptcy proceeding has been commenced with respect to AmeriGas, the closing of the bankruptcy proceeding after its administration under 11 U.S.C. Section 350(a) shall have occurred and (i) Finance Company shall have received, after all distributions contemplated by such bankruptcy proceeding or otherwise, less than payment in full in cash or property in respect of such tranche of Supported Debt and (ii) the unpaid principal amount of such tranche of Supported Debt shall not have been reinstated pursuant to such bankruptcy proceeding. The Support Provider's support obligations with respect to any such tranche of Supported Debt satisfying the foregoing conditions, regardless of the situation, shall apply only to the principal amount of such tranche of Supported Debt minus the sum of (i) any cash payment and property payment received by Finance Company after all distributions contemplated by such bankruptcy proceeding or otherwise in respect of the principal amount of such tranche of Supported Debt and (ii) the principal amount of any reinstated Supported Debt. For these purposes, the value of any payment made in property shall be equal to the fair market value of such property at the time of such payment.

3. ***Cap***. Notwithstanding any other term or condition of this CRSA to the contrary, it is agreed that the Support Provider's maximum liability under this CRSA shall not exceed the positive difference (if any) between (a) the Supported Debt Principal Amount, *minus* (b) the sum of (i) all payments of principal made by or on behalf of AmeriGas to Finance Company in respect of the Supported Debt, plus (ii) the fair market value of any property received or cash proceeds collected or any consideration otherwise realized (including by way of set off) by or on behalf of Finance Company pursuant to, or in connection with, the principal amount of the Supported Debt, including, but not limited to, any property or cash proceeds collected or realized from the exercise of any rights and remedies at law or in equity that Finance Company may have

against either AmeriGas or any collateral securing the Supported Debt, plus (iii) the principal amount of any reinstated Supported Debt, plus (iv) the amount of principal otherwise owing by AmeriGas which is forgiven or otherwise voluntarily compromised by Finance Company.

4. ***Termination of CRSA***. This CRSA shall remain in effect and will not terminate until the earlier to occur of (a) payment in full of the Supported Debt Principal Amount and (b) payment by the Support Provider of the maximum amount due by the Support Provider under Section 3 hereof, as such amount may be limited by Section 11 hereof.

5. ***Notices; AmeriGas' Defenses; Etc***. Finance Company hereby agrees to provide the Support Provider with notice promptly following any default by AmeriGas under the documents evidencing the Supported Debt, and the Support Provider shall be entitled to receive information regarding, and make reasonable requests for information with respect to, the enforcement actions Finance Company has taken against AmeriGas with respect to the Supported Debt. By entering into this CRSA, the Support Provider is not waiving any defense, set-off or counterclaim available to AmeriGas with respect to the payment of the Supported Debt nor is the Support Provider waiving its rights with respect to diligence, presentment, demand for performance, notice of protest, notice of dishonor, default or non-payment, or notice of acceptance of this CRSA.

6. ***Covenants of AmeriGas, Finance Company and Finance Corp***.

(a) Refinancing. Without the prior written consent of the Support Provider, neither AmeriGas nor Finance Company nor Finance Corp shall be entitled to (i) repay any principal amount of a tranche of the Supported Debt or the Senior Notes prior to the applicable Deemed Maturity Date of such tranche of indebtedness as of the date of this CRSA, (ii) refinance all or any portion of the Supported Debt or the Senior Notes or (iii) exchange all or any portion of the Supported Debt or the Senior Notes, unless, in the case of each of (i), (ii) and (iii) above, AmeriGas, Finance Company or Finance Corp, as applicable, simultaneously replaces such Supported Debt or Senior Notes with at least an equivalent amount of new indebtedness (such new indebtedness, the "Refinancing Supported Debt" or the "Refinancing Senior Notes" as applicable) providing for no earlier amortization of principal than the amortization contemplated by the Deemed Maturity Dates, it being understood that such replacement may not be made pursuant to an exchange of all or any portion of such tranche of Supported Debt or Senior Notes other than pursuant to an exchange for Refinancing Supported Debt or Refinancing Senior Notes with substantially similar covenants; *provided*, *however*, that notwithstanding the foregoing, Finance Company shall be entitled to exercise the optional redemption applicable to the Senior Notes as specified in the Senior Notes Indenture at any time after the second (2nd) anniversary of the date of issuance provided that (x) Finance Company utilizes funds received from AmeriGas as repayment of an equivalent amount of principal of the Supported Debt as the principal amount of Senior Notes being called for repayment and (y) AmeriGas and Finance Company pay the Support Provider an amount equal to the net present value of the tax detriment to the Support Provider's direct and indirect unitholders resulting from the net taxable income or gain required to be recognized by the Support Provider's direct or indirect unitholders as compared to the net taxable income or gain that would have been recognized by the Support Provider's unitholders if the Supported Debt had not been repaid at such time, in both cases assuming that the Support Provider's interest in AmeriGas was sold on the tenth (10th) anniversary of the Effective Date.

For purposes of calculating net present value hereunder, a discount rate equal to the sum of (i) the U.S. dollar-denominated LIBOR rate for a one (1) month maturity as quoted by the Wall Street Journal on the applicable date of determination *plus* (ii) two percent (2%) shall be used. Without the prior written consent of the Support Provider, the actual maturity date(s) of any Refinancing Supported Debt or Refinancing Senior Notes issued on or prior to the second (2nd) anniversary of the issuance of the Initial Senior Notes shall not extend beyond the Deemed Maturity Date of the Supported Debt or the Senior Notes such new indebtedness replaced. Following the second (2nd) anniversary of the issuance of the Initial Senior Notes, the actual maturity date(s) associated with any Refinancing Supported Debt or Refinancing Senior Notes issued at that time may extend beyond one or more Deemed Maturity Dates in effect as of the date hereof; *provided*, *however*, that, in the event of the incurrence of any such Refinancing Supported Debt by AmeriGas, the Support Provider's support obligations hereunder shall nonetheless extinguish and terminate on the respective Deemed Maturity Dates, and by the respective principal amounts of Initial Supported Debt associated with such Deemed Maturity Dates, in effect as of the date of this CRSA and, thereafter, the Support Provider shall have no further support obligations hereunder with respect to such Refinancing Supported Debt.

(b) Actions Upon Deemed Maturity Date. Upon the applicable Deemed Maturity Date for a tranche of Supported Debt, no additional Supported Debt shall be permitted to be incurred by AmeriGas to refinance or replace such tranche of Supported Debt. Unless the Support Provider exercises its optional rights as described in Section 8(f) below, any tranche of Supported Debt may be retired or refinanced with debt that is not Supported Debt commencing at any time following the Deemed Maturity Date for such tranche of Supported Debt. For the avoidance of doubt, without the prior written consent of the Support Provider, neither AmeriGas nor Finance Company nor Finance Corp shall be entitled to extend the applicable Deemed Maturity Date of any tranche of Senior Notes or Supported Debt.

(c) Extinguishment of Supported Debt. AmeriGas shall use commercially reasonable efforts to extinguish each applicable outstanding tranche of Initial Supported Debt on the Deemed Maturity Date for such tranche. Once a tranche of Supported Debt has been extinguished or repaid (or upon the occurrence of a Deemed Maturity Date, in the event of a refinancing in accordance with Section 6(a)), Finance Company shall release the Support Provider from any liability or obligation under this CRSA related to each applicable tranche of Supported Debt and shall enter into and execute such documents and instruments as the Support Provider may reasonably request in order to evidence such release, and AmeriGas shall use commercially reasonable efforts to cause Finance Company to take such actions.

(d) Incorporated Covenants. The following covenants (the "Incorporated Covenants") contained in the indenture governing AmeriGas' 6.25% Senior Notes due 2019 (such indenture, the "Reference Indenture"), as such covenants may be amended or waived pursuant to the terms of the Reference Indenture and the terms hereof, are hereby incorporated herein by reference, mutatis mutandis:

(i) Limitation on Liens;

(ii) Limitation on Additional Indebtedness;

(iii) Limitation on Restricted Payments;

(iv) Limitation on Dividends and Other Payment Restrictions Affecting the Subsidiaries;

(v) Limitation on Sale and Leaseback Transactions;

(vi) Limitation on Asset Sales;

(vii) Limitation on Transactions with Affiliates;

(viii) Change of Control; and

(ix) Consolidation, Merger, Conveyance, Transfer or Lease.

AmeriGas hereby agrees to comply with and be bound by the Incorporated Covenants. The Incorporated Covenants are incorporated herein for the benefit of the Support Provider and may be enforced by the Support Provider against AmeriGas for so long as any Supported Debt is outstanding. In the event the Reference Indenture is no longer in effect, the Senior Notes Indenture shall be deemed to be the "Reference Indenture" for purposes of this CRSA or, in the event the Senior Notes Indenture is no longer in effect, the indenture governing the most recently issued series of senior notes issued by AmeriGas or any of its subsidiaries following the issuance of the Senior Notes shall be deemed to be the "Reference Indenture" for purposes of this CRSA, and the covenants contained in such substitute indenture that correspond to the Incorporated Covenants set forth above shall automatically be deemed to be incorporated herein by reference, for the benefit of the Support Provider, and AmeriGas hereby agrees that in such a circumstance it shall comply with and be bound by such provisions.

(e) Finance Company Limited Activities. Finance Company shall not (i) create, incur, assume or permit to exist any Indebtedness (as defined below) other than the Senior Notes or any refinancing of the Senior Notes or (ii) consummate any transactions other than the issuance of the Senior Notes, the loan of the Supported Debt to AmeriGas, any refinancing of the Senior Notes or the Supported Debt permitted by Section 6(a) hereof and any other activities incident thereto. As used in this Section 6(e), "Indebtedness" shall mean (A) all obligations for borrowed money, (B) all obligations evidenced by bonds, debentures, notes or similar instruments, (C) all obligations under conditional sale or other title retention agreements relating to property or assets, (D) all obligations issued or assumed as the deferred purchase price of property or services, (E) all guarantees of Indebtedness of others, (F) all capital lease obligations, (G) all obligations with respect to hedging and swap agreements, (H) the principal component of all obligations, contingent or otherwise, as an account party in respect of letters of credit, (I) the principal component of all obligations in respect of bankers' acceptances and (J) Indebtedness of any partnership in which Finance Company is a general partner.

7. ***AmeriGas Reporting Requirements***. For so long as any Supported Debt is outstanding, AmeriGas shall furnish to the Support Provider: (a) within 120 days after the end of each calendar year, a certificate of the chief financial officer of the general partner of AmeriGas stating that as of the date thereof AmeriGas has complied with each of the covenants and agreements set forth herein applicable to it; (b) concurrently with providing such information to

the lenders, agents or trustees in respect of any material indebtedness for borrowed money of AmeriGas or its subsidiaries, copies of any compliance certificates and notices of default, together with any attachments thereto, required pursuant to any such indebtedness; and (c) such other documents or information as the Support Provider may reasonably request relating specifically and primarily to the Supported Debt.

8. ***Covenants of the Parties to Maintain Tax Treatment***. For so long as any Supported Debt is outstanding, the Parties hereto hereby agree that:

(a) Until such time, if any, as a change in law is finally determined to require otherwise, each Party must report and treat the Support Provider as the sole partner bearing the economic risk of loss with respect to the Senior Notes pursuant to Treasury Regulation § 1.752-2.

(b) Each distribution to the Support Provider by AmeriGas that is funded by Senior Notes shall be treated as a distribution under Section 731 of the Internal Revenue Code of 1986, as amended (the "Code"), and neither AmeriGas nor any partner of AmeriGas shall take a position inconsistent with such treatment unless a change in law is finally determined to require otherwise.

(c) Neither AmeriGas nor Finance Company nor Finance Corp shall (i) prepay, defease, purchase or otherwise retire any of the Senior Notes prior to the applicable Deemed Maturity Date (unless any such purchased or retired Senior Notes are replaced with at least an equivalent amount of new senior notes providing for no earlier amortization of principal than the original Senior Notes and are treated as refinancing debt within the meaning of Treasury Regulation § 1.707-5(c)), (ii) modify any of the Supported Debt so as to eliminate or limit the ultimate recourse liability of the Support Provider with respect thereto, (iii) merge or consolidate with, or take any action that would cause AmeriGas, Finance Company or Finance Corp to become, a corporation for U.S. federal income tax purposes or (iv) cause or permit any other corporation, partnership, person or entity to assume, guarantee, indemnify against or otherwise incur any liability with respect to any Senior Notes.

(d) Without the prior written consent of the Support Provider, AmeriGas shall not dispose (directly or indirectly) of any assets or interests contributed by the Support Provider to AmeriGas if such disposition would result in the Support Provider recognizing greater than $10,000,000 in the aggregate per year, determined on a cumulative basis (*i.e.*, any amounts not utilized in any year shall be carried over to the following years and increase the aggregate amounts for such years), of the built-in gain (pursuant to Section 704(c) of the Code) that exists with respect to the assets and interests contributed by the Support Provider to AmeriGas at the time of contribution. For the avoidance of doubt, AmeriGas shall only be liable with respect to a breach of this Section 8(d) for the amount of gain in excess of such thresholds. The threshold for any year shall be reduced by the amount of any gain that is assumed to have been recognized in such year pursuant to Section 3.b. or 3.c. of Schedule 5.29(e)(iv) of the Contribution and Redemption Agreement, as a result of the disposition of the Cylinder Exchange Business (as such term is defined in the Contribution and Redemption Agreement).

(e) The documentation related to the Supported Debt shall provide that neither Finance Company nor any of the holders of Senior Notes shall have any recourse against any of the partners or unitholders of AmeriGas other than the Support Provider or any recourse against any of the partners or unitholders of the Support Provider.

(f) The Support Provider shall have the right, with the consent of AmeriGas (which consent shall not be unreasonably withheld), prior to the tenth (10th) anniversary of the Effective Date, to bear a portion of the final economic risk of loss with respect to any obligation of AmeriGas as to which no other partner bears the final economic risk of loss, after taking into account any rights to reimbursement, to the extent the Support Provider would suffer a net distribution pursuant to Section 752 of the Code in connection with the retirement of any Supported Debt. For purposes of this clause (f), it is understood and agreed that it shall not be unreasonable for AmeriGas to withhold its consent in the event that AmeriGas has determined in its sole judgment that an exercise of the Support Provider's right pursuant to this clause (f) would reasonably be expected to result in either (i) a direct or indirect unitholder of AmeriGas (other than the Support Provider) recognizing gain under Section 731 of the Code in such taxable year or any subsequent taxable year due to a net distribution pursuant to Section 752 of the Code or (ii) any other materially adverse tax consequences to AmeriGas or any of its direct or indirect unitholders (other than the Support Provider) in such taxable year or any subsequent taxable year.

9. ***No Support of Senior Notes***. For the avoidance of doubt and notwithstanding anything herein to the contrary, the Support Provider shall not directly support and shall have no direct liability for any indebtedness issued by Finance Company or Finance Corp, including but not limited to the Senior Notes, and nothing in this CRSA shall be interpreted so as to establish any such relationship of direct support or direct liability between the Support Provider on the one hand and Finance Company and Finance Corp on the other hand.

10. ***Subrogation***. To the extent that the Support Provider shall have made any payments under this CRSA, the Support Provider shall be subrogated to, and shall acquire, all rights of Finance Company against AmeriGas with respect to such payments, including without limitation, (a) all rights of subrogation, reimbursement, exoneration, contribution or indemnification, and (b) all rights to participate in any claim or remedy of Finance Company or any trustee on behalf of Finance Company against either of AmeriGas or any collateral securing the Supported Debt, in each case, whether or not such claim, remedy or right arises in equity or under contract, statute or common law, including, without limitation, the right to take or receive from AmeriGas, directly or indirectly, in cash or other property or by set-off or in any other manner, payment or security on account of such claim, remedy or right; *provided*, *however*, that the Support Provider shall not exercise any right of subrogation, contribution, indemnity or reimbursement or any other rights it may now or hereafter have, and any and all rights of recourse to AmeriGas or any of its assets with respect to any payment it makes under this CRSA until all of the Supported Debt shall have been paid, performed or discharged in full in cash. If any amount is paid to the Support Provider in violation of the foregoing limitation, then such amount shall be held in trust for the benefit of Finance Company and shall forthwith be paid to Finance Company to reduce the amount of the Supported Debt, whether matured or unmatured.

11. ***Fraudulent Conveyance***. The obligations of the Support Provider under this CRSA shall be limited to the maximum amount as will result in the obligations of the Support Provider under this CRSA not constituting a Fraudulent Conveyance (as defined below). Consequently, the Support Provider agrees that if this CRSA would, but for the application of this sentence, constitute a Fraudulent Conveyance, this CRSA shall be valid and enforceable only to the maximum extent that would not cause this CRSA to constitute a Fraudulent Conveyance, and this CRSA shall automatically be deemed to have been amended accordingly at all relevant times. For purposes of this Section 11, the term "Fraudulent Conveyance" means a fraudulent conveyance under Section 548 of the United States Bankruptcy Code or a fraudulent conveyance or fraudulent transfer under the provisions of any applicable fraudulent conveyance or fraudulent transfer law or similar law of any state, nation or other governmental unit, as in effect from time to time.

12. ***Cumulative Rights; No Waiver***. Each and every right granted to Finance Company hereunder or under any other document delivered hereunder or in connection herewith, or allowed it by law or equity, shall be cumulative and may be exercised from time to time subject only to the limitations set forth in this CRSA. No failure on the part of Finance Company to exercise, and no delay in exercising, any right shall operate as a waiver thereof, nor shall any single or partial exercise by Finance Company of any right preclude any other or future exercise thereof or the exercise of any other right.

13. ***Amendments; Waivers***.

(a) Except as otherwise expressly set forth herein, this CRSA may not be modified, amended or waived except by an instrument or instruments in writing signed by each of the Parties hereto. The Parties hereby agree that no provision of Section 1 of this CRSA may be modified, amended or waived if such modification, amendment or waiver would materially and adversely reduce the benefits to the noteholders or lenders under the Senior Notes Indenture, or any subsequent indenture, instrument or agreement governing Refinancing Senior Notes, of the contingent residual support contemplated by Section 1 with respect to the Senior Notes or Refinancing Senior Notes.

(b) Except as set forth below in Section 13(c), with respect to the Incorporated Covenants and any defined term used in such Incorporated Covenants (but not, for the avoidance of doubt, any other term or provision with respect to this CRSA), in the event that the covenant corresponding to any such Incorporated Covenant set forth in the Reference Indenture (or any defined term used in such corresponding covenant) is amended or waived by the requisite percentage of holders of all outstanding notes issued by AmeriGas and its subsidiaries pursuant to the Reference Indenture, the applicable Incorporated Covenant and any defined term used in such Incorporated Covenant shall automatically, without any action or consent of the Support Provider or any other Party to this CRSA, be deemed to be amended or waived to the same extent as the covenant corresponding to such Incorporated Covenant set forth in the Reference Indenture (or any defined term used in such corresponding covenant); *provided*, *however*, that if, at the time such consent or waiver is sought, the credit rating of the senior unsecured long-term debt of AmeriGas is rated B3 or lower by Moody's Investors Service, Inc. ("Moody's") or B- or lower by Standard & Poor's Financial Services, LLC ("Standard & Poor's") and the Support Provider has determined in its reasonable judgment that the requested amendment or waiver

would reasonably be expected to result in an increased likelihood of the Support Provider incurring payment obligations under this CRSA, then the Support Provider shall have the right to refuse to consent to or approve such amendment or waiver and such amendment or waiver to the applicable Incorporated Covenant (or any defined term used in such Incorporated Covenant) shall not be effective with respect to this CRSA absent the prior written consent of the Support Provider. For the avoidance of doubt, nothing in this Section 13(b) shall prohibit AmeriGas or Finance Company from amending the covenants corresponding to the Incorporated Covenants (or any defined terms used in such corresponding covenants) in the Reference Indenture; *provided, however,* that to the extent the Support Provider has the right to refuse to consent to or approve such amendment or waiver with respect to the Incorporated Covenants (or any defined terms used in such Incorporated Covenants) pursuant to this Section 13(b) and has not provided such consent, such amendment or waiver shall not apply with respect to such Incorporated Covenants (or any defined terms used in such Incorporated Covenants) as incorporated into this CRSA.

(c) With respect to the Incorporated Covenants regarding "Limitation on Liens" and "Limitation on Sale and Leaseback Transactions" set forth in Sections 6(d)(i) and 6(d)(v) hereof, respectively, and any defined terms used in such Incorporated Covenants, the prior written consent of the Support Provider shall be required in order to adopt or approve any amendments or waivers requested by AmeriGas with respect thereto and any such amendment or waiver shall not be effective with respect to this CRSA absent such consent of the Support Provider, but such consent shall not be unreasonably withheld (it being understood and agreed that it shall not be unreasonable for the Support Provider to withhold its consent in the event the Support Provider has determined in its reasonable judgment that the requested amendment or waiver would reasonably be expected to result in an increased likelihood of the Support Provider incurring payment obligations under this CRSA). For the avoidance of doubt, nothing in this Section 13(c) shall prohibit AmeriGas or Finance Company from amending the covenants corresponding to the Incorporated Covenants (or any defined terms used in such corresponding covenants) in the Reference Indenture; *provided, however,* that to the extent the Support Provider has not consented to such amendment or waiver with respect to the Incorporated Covenants (or any defined terms used in such Incorporated Covenants) pursuant to this Section 13(c), such amendment or waiver shall not apply with respect to such Incorporated Covenant (or any defined terms used in such Incorporated Covenants) as incorporated into this CRSA.

(d) Except as expressly set forth above, the Support Provider shall not take any action to interfere with any attempt by AmeriGas or Finance Company to obtain any amendment or waiver of the covenants corresponding to the Incorporated Covenants set forth in the Reference Indenture or the Reference Indenture itself, including, without limitation, any solicitation of noteholders in opposition to any such amendment or waiver, communicating with any noteholder with respect thereto or otherwise making any public statements in opposition to any such amendment or waiver.

14. ***Director/Board Member Appointment***. For so long as the Supported Debt remains outstanding, the Support Provider shall be entitled to designate one person to be elected as a director or board member, as applicable, of the board of directors of the general partner of AmeriGas, such person to be reasonably acceptable to the general partner of AmeriGas. UGI shall exercise all commercially reasonable efforts to cause such designated person to be elected to the board of directors of the general partner of AmeriGas.

15. ***UGI Commitment Related to AmeriGas***. Prior to the fifth (5th) anniversary of the Effective Date, without the prior written consent of the Support Provider (which consent shall not be unreasonably withheld), UGI shall not cease to control AmeriGas Propane, Inc., in such entity's capacity as the general partner of AmeriGas. From and after the fifth (5th) anniversary of the Effective Date and until termination of this CRSA, the Support Provider shall not have the right to consent to UGI ceasing to control AmeriGas Propane, Inc., in such entity's capacity as the general partner of AmeriGas, unless such transaction would result in a downgrade of the credit rating of the Senior Notes, in which case the Support Provider shall have the right to consent to such transaction (which consent shall not be unreasonably withheld).

16. ***Successors and Assigns***. This CRSA shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns. Nothing in this CRSA shall prevent a Party hereto from merging or consolidating with or into any other person so long as the surviving person agrees to be bound by the terms of this CRSA and such merger or consolidation is otherwise in compliance with the terms of this CRSA.

17. ***No Third-Party Beneficiary***. This CRSA is for the benefit only of the Parties hereto, shall be enforceable by them alone, is not intended to confer upon any third party any rights or remedies hereunder, and shall not be construed as for the benefit of any third party.

18. ***Notices***. Any and all notices, requests or other communications hereunder shall be given in writing and delivered by: (a) regular, overnight, registered or certified mail (return receipt requested), with first class postage prepaid; (b) hand delivery; (c) facsimile transmission; or (d) overnight courier service, if to the Support Provider, at the following address or facsimile number for the Support Provider:

Energy Transfer Partners, L.P.
3738 Oak Lawn Avenue
Dallas, Texas 75219
Attention: General Counsel
Facsimile Number: (214) 981-0001

if to Finance Company, at the following address or facsimile number for Finance Company:

AmeriGas Finance LLC
460 No. Gulph Road
King of Prussia, Pennsylvania 19406
Attention: General Counsel
Facsimile Number: (610) 992-3258

if to Finance Corp, at the following address or facsimile number for Finance Corp:

AmeriGas Finance Corp.
460 No. Gulph Road
King of Prussia, Pennsylvania 19406
Attention: General Counsel
Facsimile Number: (610) 992-3258

if to AmeriGas, at the following address or facsimile number for AmeriGas:

AmeriGas Partners, L.P.
460 No. Gulph Road
King of Prussia, Pennsylvania 19406
Attention: General Counsel
Facsimile Number: (610) 992-3258

if to UGI, at the following address or facsimile number for UGI:

UGI Corporation
460 No. Gulph Road
King of Prussia, Pennsylvania 19406
Attention: General Counsel
Facsimile Number: (610) 992-3258

or at such other address or number as shall be designated by the Support Provider, Finance Company, Finance Corp, AmeriGas or UGI in a notice to the other Parties to this CRSA. All such communications shall be deemed to have been duly given: (A) in the case of a notice sent by regular mail, on the date actually received by the addressee; (B) in the case of a notice sent by registered or certified mail, on the date receipted for (or refused) on the return receipt; (C) in the case of a notice delivered by hand, when personally delivered; (D) in the case of a notice sent by facsimile, upon transmission subject to telephone confirmation of receipt; and (E) in the case of a notice sent by overnight mail or overnight courier service, the date delivered at the designated address, in each case given or addressed as aforesaid.

19. ***Separability***. Should any clause, sentence, paragraph, subsection or section of this CRSA be judicially declared to be invalid, illegal or unenforceable in any respect, such decision will not have the effect of invalidating or voiding the remainder of this CRSA, and the part or parts of this CRSA so held to be invalid, illegal or unenforceable will be deemed to have been stricken herefrom, and the remainder will have the same force and effectiveness as if such stricken part or parts had never been included herein.

20. ***Counterparts***. This CRSA may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signatures are physically attached to the same counterpart. Delivery of an executed signature page by facsimile or electronic transmission shall be as effective as delivery of a manually executed counterpart.

21. ***Section Headings***. Section headings appearing herein are included solely for convenience of reference and are not intended to affect the interpretation of any provision of this CRSA.

22. ***Entire Agreement***. This CRSA constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral or written, between the Parties related thereto.

23. ***Governing Law***. This CRSA shall be governed by, and construed in accordance with, the laws of the State of New York.

24. ***Consent to Jurisdiction; Waiver of Jury Trial***. The Parties irrevocably submit to the exclusive jurisdiction of any New York State court or federal court of the United States of America sitting in New York County, and any appellate court from any thereof, for the purposes of any proceeding arising out of this CRSA or the transactions contemplated hereby (and each agrees that no such proceeding relating to this CRSA or the transactions contemplated hereby shall be brought by it except in such courts). The Parties irrevocably and unconditionally waive (and agree not to plead or claim) any objection to the laying of venue of any proceeding arising out of this CRSA or the transactions contemplated hereby in any New York State court or federal court of the United States of America sitting in New York County, and any appellate court from any thereof, or that any such proceeding brought in any such court has been brought in an inconvenient forum. Each of the Parties also agrees that any final and non appealable judgment against a Party in connection with any proceeding shall be conclusive and binding on such Party and that such award or judgment may be enforced in any court of competent jurisdiction, either within or outside of the United States. A certified or exemplified copy of such award or judgment shall be conclusive evidence of the fact and amount of such award or judgment. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY ACTION OR PROCEEDING TO ENFORCE OR TO DEFEND ANY RIGHTS UNDER THIS CRSA SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

[Signature Pages Follow]

IN WITNESS WHEREOF, this CRSA is duly executed and delivered by the authorized signatories set forth below, to be effective as of the Effective Date.

ENERGY TRANSFER PARTNERS, L.P.

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

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

By: /s/ Thomas P. Mason
Name: Thomas P. Mason
Title: Vice President, General Counsel and Secretary

AMERIGAS FINANCE LLC

By: AmeriGas Partners, L.P., its sole member

By: AmeriGas Propane, Inc., its general partner

By: /s/ Steve Samuel
Name: Steve Samuel
Title: Vice President and General Counsel

AMERIGAS FINANCE CORP.

By: /s/ Steve Samuel
Name: Steve Samuel
Title: Vice President and General Counsel

AMERIGAS PARTNERS, L.P.

By: AmeriGas Propane, Inc., its general partner

By: /s/ Steve Samuel
Name: Steve Samuel
Title: Vice President and General Counsel

ACKNOWLEDGED AND AGREED TO, SOLELY FOR PURPOSES OF SECTIONS 13-24, BY:

UGI CORPORATION

By: /s/ Robert H. Knauss
Name: Robert H. Knauss
Title: Vice President and General Counsel

Exhibit 10.2

Execution Copy

UNITHOLDER AGREEMENT

UNITHOLDER AGREEMENT, dated as of January 12, 2012 (this "Agreement"), by and among Heritage ETC, L.P., a Delaware limited partnership ("Heritage ETC"), any other Person that becomes a unitholder under this Agreement pursuant to the terms hereof (each of Heritage ETC and such other Person, a "Unitholder" and collectively, the "Unitholders"), AmeriGas Partners, L.P., a Delaware limited partnership (the "Company"), and, solely for purposes of Article III, Section 4.09 and Article V hereof, Energy Transfer Partners, L.P., a Delaware limited partnership ("ETP"), Energy Transfer Partners GP, L.P., a Delaware limited partnership ("ETP GP"), and Energy Transfer Equity, L.P., a Delaware limited partnership ("ETE" and, together with Heritage ETC, ETP and ETP GP, the "ETP Parties"). Each party to this Agreement is sometimes referred to individually in this Agreement as a "Party" and all of the parties to this Agreement are sometimes collectively referred to in this Agreement as the "Parties."

WHEREAS, the Company, ETP, ETP GP and Heritage ETC have entered into that certain Contribution and Redemption Agreement (the "Contribution Agreement"), dated as of October 15, 2011, as amended, pursuant to which the Company has agreed to acquire the Acquired Interests (as defined therein), for consideration including the issuance by the Company of common units representing limited partner interests of the Company (the "AmeriGas Common Units"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Contribution Agreement;

WHEREAS, the Unitholders, in the aggregate, beneficially own 29,567,362 AmeriGas Common Units and each Unitholder owns the number of units set forth opposite such Person's name on Schedule I hereto; and

WHEREAS, the execution and delivery of this Agreement is a condition to the Contribution Closing, and in connection with the Contribution Closing the Company and the Unitholders wish to enter into this Agreement to set forth their understanding as to the matters set forth herein including, among other things, the holding, acquisition and transfer of AmeriGas Common Units by the Unitholders.

NOW, THEREFORE, in consideration of the premises and the mutual agreements and covenants hereinafter set forth, the Company and the Unitholders hereby agree as follows:

ARTICLE I

VOTING AND APPRAISAL RIGHTS

Section 1.01 Voting Agreement. To the extent a Unitholder has any voting rights, it shall vote all of its AmeriGas Common Units with respect to all matters concerning the Company which are submitted to a vote or consent by the holders of AmeriGas Common Units in a manner consistent with the recommendation of the Board of Directors of the General Partner of the Company.

Section 1.02 Irrevocable Proxy. Each of the Unitholders hereby agrees to concurrently deliver to the General Partner of the Company a duly executed proxy in the form attached hereto as Exhibit A (the "Proxy"), such Proxy to cover the issued and outstanding AmeriGas Common Units held by such Unitholder that it is entitled to vote at any meeting of the limited partners of the Company (including any written consent in lieu of a meeting) prior to the Expiration Date. In the event that any of the Unitholders is unable to provide any such Proxy in a timely manner, such Unitholder hereby grants the General Partner of the Company an irrevocable power of attorney to execute and deliver such Proxy for and on behalf of such Unitholder, such power of attorney, which being coupled with an interest, shall survive any transfer (including by operation of law), bankruptcy, or any such other impediment of such Unitholder. Upon the execution of this Agreement by each of the Unitholders, such Unitholder agrees not to grant any subsequent proxies or powers of attorney with respect to the voting of AmeriGas Common Units and any attempt to do so shall be void.

Section 1.03 Appraisal Rights. The Unitholders shall not exercise any appraisal or dissenters' rights they may otherwise have under applicable Law or otherwise as a result of any Extraordinary Transaction (as defined below) that has been approved by the General Partner of the Company.

ARTICLE II

TRANSFER RESTRICTIONS

Section 2.01 Holding Period. During the period beginning on the date of this Agreement through the later to occur of (i) December 30, 2012 and (ii) the one year anniversary of the Contribution Closing Date (the "Holding Period"), and other than as provided in Sections 2.03 and 4.03(b), each of the Unitholders shall not, directly or indirectly, sell, transfer, assign, pledge, hypothecate or otherwise dispose of, or reduce its economic interest (including by way of any swap, hedging or other derivative transaction) in ownership of ("Transfer"), any AmeriGas Common Units. In addition, the term "Transfer" shall include any sale of any security, option or contract to sell that would, directly or indirectly, have the effect (or substantially the economic equivalent effect) on the public market of selling short AmeriGas Common Units.

Section 2.02 Transfer Restrictions. Except as provided in Section 2.03, none of the Unitholders shall Transfer AmeriGas Common Units in a single transaction or a series of related transactions as a result of which any Person or group of Persons would own at least 4.9% of the then outstanding AmeriGas Common Units other than the transfer to an underwriter or group of underwriters in connection with a registered offering of AmeriGas Common Units.

Section 2.03 Unrestricted Transfers. Notwithstanding the terms set forth in Section 2.01 and Section 2.02, any Unitholder may at any time Transfer to any other Person, provided (i) such Transfer is in full compliance with the Agreement of Limited Partnership of the Company, as may be in effect at such time, and (ii) prior to the consummation of such Transfer, the proposed transferee of such AmeriGas Common Units shall have executed and delivered to the Company a joinder to this Agreement, substantially in the form attached hereto as Exhibit B, which shall provide that such proposed transferee shall be a "Unitholder" for purposes of this Agreement and, *provided, further*, any Transfer of AmeriGas Common Units in a single transaction or a series of related transactions as a result of which any Person or group of Persons would own at least 4.9% of the then outstanding AmeriGas Common Units shall be subject to the consent of the Company, which consent shall not be unreasonably withheld.

ARTICLE III

STANDSTILL PROVISIONS

Section 3.01 Acquisition of Additional Units; Other Restrictions. Until such time as the aggregate beneficial ownership of the ETP Parties is less than 4.9% of the then outstanding AmeriGas Common Units (the "Standstill Period"), none of the ETP Parties shall, directly or indirectly:

(a)(i) make, or in any way participate, directly or indirectly, in any "solicitation" (as such term is defined in Regulation 14A of the Exchange Act) of proxies or consents, (ii) seek to advise, encourage or influence any Person with respect to the voting of any AmeriGas Common Units, (iii) initiate, propose or otherwise "solicit" (as such term is defined in Regulation 14A of the Exchange Act) unitholders of the Company for the approval of unitholder proposals whether made pursuant to Rule 14a-8 under the Exchange Act or otherwise, (iv) induce or attempt to induce any other Person to initiate any such proposal, or (v) otherwise communicate with the unitholders of the Company or others pursuant to Rule 14a-1(1)(2)(iv) under the Exchange Act;

(b) make any public announcement involving the Company or any Affiliate of the Company with respect to (i) any recapitalization, restructuring or similar transaction or series of transactions involving the Company, (ii) any tender offer, merger, consolidation or other business combination of the Company, (iii) any issuance of any AmeriGas Common Units, or (iv) any sale, lease, transfer, conveyance or other disposition (other than by way of merger or consolidation), in one or a series of related transactions, of all or substantially all of the assets of the Company to any Person, which, in each case, results in the holders of the outstanding AmeriGas Common Units immediately prior thereto owning less than 50% of the outstanding AmeriGas Common Units (or outstanding common stock of the surviving entity, as the case may be) (each, an "Extraordinary Transaction");

(c) form, join or in any way participate in any "group" (within the meaning of Section 13(d)(3) of the Exchange Act) with respect to any AmeriGas Common Units;

(d) deposit any AmeriGas Common Units in any voting trust or subject any AmeriGas Common Units to any arrangement or agreement with respect to the voting of any AmeriGas Common Units except as provided by this Agreement;

(e) execute any written consent as a unitholder with respect to the Company or the AmeriGas Common Units (except in accordance with Article I);

(f) otherwise act, alone or in concert with any Person or Persons, to control or seek to control or influence or seek to influence the management or the policies of the Company or the General Partner of the Company, including through communications with unitholders of the Company, the Board of Directors of the General Partner of the Company or otherwise, except pursuant to the rights granted to the Unitholders pursuant to the ETP CRSA, including the right of the Unitholders to appoint a director to the Board of Directors of the General Partner of the Company as set forth in the ETP CRSA;

(g) seek, alone or in concert with any other Person or Persons, to (i) call a meeting of limited partners of the Company or (ii) remove the General Partner of the Company;

(h) solicit, initiate or encourage any Person concerning (i) any Extraordinary Transaction involving the Company or any Affiliate of the Company or (ii) the removal of the General Partner of the Company;

(i) make any publicly disclosed proposal regarding any of the foregoing;

(j) take or cause others to take any action inconsistent with the foregoing; or

(k) seek a waiver of any of the provisions of this Section 3.01.

ARTICLE IV

REGISTRATION RIGHTS

Section 4.01 Definitions. As used in this Article IV, the following terms shall have the following meanings:

"Prospectus" means the prospectus or prospectuses (whether preliminary or final) included in any Registration Statement and relating to Registrable Units, as amended or supplemented and including all material incorporated by reference in such prospectus or prospectuses.

"Register," "Registered" and "Registration" shall refer to a registration effected by preparing and filing a registration statement or similar document in compliance with the Securities Act and the declaration or ordering of effectiveness of such registration statement or document.

"Registrable Units" means AmeriGas Common Units beneficially owned by the Unitholders as of the date of this Agreement and any securities issued or issuable with respect thereto by way of conversion, exchange, replacement, stock dividend, stock split or other distribution or in connection with a combination of units, recapitalization, merger, consolidation or other reorganization or otherwise. For purposes of this Agreement, any Registrable Units shall cease to be Registrable Units when (i) such Registrable Units have been disposed of pursuant to an effective Registration Statement, (ii) such Registrable Units have been sold without registration or (iii) such Registrable Units are eligible for resale pursuant to Rule 144 under the Securities Act without limitation thereunder on volume or manner of sale.

"Registration Statement" means any registration statement of the Company under the Securities Act which covers any of the Registrable Units pursuant to the provisions of this Agreement, including the Prospectus, amendments and supplements to such Registration Statement, including post-effective amendments, all exhibits and all documents incorporated by reference in such Registration Statement.

Section 4.02 Restrictive Legend. Each of the Unitholders agree to the recording, so long as the restrictions described in the legend are applicable, of the following legends on any book entry notation or certificate evidencing all or any portion of any AmeriGas Common Units:

(i) "THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO THE RESTRICTIONS ON DISPOSITION AND OTHER RESTRICTIONS OF A UNITHOLDER AGREEMENT DATED AS OF JANUARY 12, 2012."

(ii) "THESE SECURITIES HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES COMMISSION OF ANY STATE IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "***SECURITIES ACT***"), AND ARE SUBJECT TO THE TERMS OF THE FOURTH AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP OF AMERIGAS PARTNERS, L.P., AS AMENDED. THE HOLDER OF THIS SECURITY ACKNOWLEDGES FOR THE BENEFIT OF AMERIGAS PARTNERS, L.P. THAT THIS SECURITY MAY NOT BE SOLD, OFFERED, RESOLD, PLEDGED OR OTHERWISE TRANSFERRED IF SUCH TRANSFER WOULD (A) VIOLATE THE THEN APPLICABLE FEDERAL OR STATE SECURITIES LAWS OR RULES AND REGULATIONS OF THE SECURITIES AND EXCHANGE COMMISSION, ANY STATE SECURITIES COMMISSION OR ANY OTHER GOVERNMENTAL AUTHORITY WITH JURISDICTION OVER SUCH TRANSFER, (B) TERMINATE THE EXISTENCE OR QUALIFICATION OF AMERIGAS PARTNERS, L.P. UNDER THE LAWS OF THE STATE OF DELAWARE, OR (C) CAUSE AMERIGAS PARTNERS, L.P. TO BE TREATED AS AN ASSOCIATION TAXABLE AS A CORPORATION OR OTHERWISE TO BE TAXED AS AN ENTITY FOR U.S. FEDERAL INCOME TAX PURPOSES (TO THE EXTENT NOT ALREADY SO TREATED OR TAXED). AMERIGAS PROPANE, INC., THE GENERAL PARTNER OF AMERIGAS PARTNERS, L.P., MAY IMPOSE ADDITIONAL RESTRICTIONS ON THE TRANSFER OF THIS SECURITY IF IT RECEIVES AN OPINION OF COUNSEL THAT SUCH RESTRICTIONS ARE NECESSARY TO AVOID A SIGNIFICANT RISK OF AMERIGAS PARTNERS, L.P. BECOMING TAXABLE AS A CORPORATION OR OTHERWISE BECOMING TAXABLE AS AN ENTITY FOR U.S. FEDERAL INCOME TAX PURPOSES."

(b) The Company shall, at the request of any Unitholder, remove from each certificate evidencing its AmeriGas Common Units transferred in compliance with the terms of this Agreement and with respect to which no rights under this Agreement shall transfer, the legend described in Section 4.02(a)(i), and shall remove from each certificate evidencing its AmeriGas Common Units the legend described in Section 4.02(a)(ii) if in the opinion of such Unitholder's counsel satisfactory to the Company the securities evidenced thereby may be publicly sold without registration under the Securities Act.

Section 4.03 Shelf Registration(a).

(a) Commencing on the expiration of the Holding Period, at the option and upon the written request of Unitholders holding not less than 25% of the then outstanding Registrable Units (the "Registration Request"), the Company shall use its reasonable best efforts to prepare and file a Registration Statement to permit the public resale of the Registrable Securities from time to time as permitted by Rule 415 of the Securities Act (a "Shelf Registration Statement") in accordance with the provisions of this Agreement provided that the Company shall only be obligated to prepare and file such Shelf Registration Statement if (i) the amount of Registrable Units to be registered is greater than or equal to 4,500,000 AmeriGas Common Units and (ii) if applicable, the request is made after the expiration of any applicable lock up period imposed by the Company pursuant to Section 4.10; and *further provided* that the Company shall not be required to effect more than four (4) Registrations pursuant to this Section 4.03. It is understood that the Unitholders may request that any Shelf Registration Statement prepared and filed in accordance with this Section 4.03 register the distribution of Registrable Securities to the partners of one or more of the Unitholders in a spin-off transaction, *provided*, *however*, that in the event the ETP Parties consummate such a spin-off, the Company shall not be required to effect more than two (2) additional Registrations pursuant to this Section 4.03.

(b) In connection with an underwritten offering of Registrable Units pursuant to this Section 4.03, the Unitholders shall have the right to select the managing underwriter or underwriters to lead the offering, subject to the Company's consent, not to be unreasonably withheld; *provided*, *however*, that the Unitholders shall not effect more than two (2) underwritten offerings of Registrable Units in any 360 day period.

(c) In connection with any Registrable Units offered pursuant to a Shelf Registration Statement under this Section 4.03, the Unitholders shall provide the Company with not less than three (3) Business Days notice before selling or disposing of any such units.

Section 4.04 Piggyback Registration. Commencing on the expiration of the Holding Period, if the Company proposes to file with the SEC a registration statement to register any AmeriGas Common Units for an underwritten offering under the Securities Act (other than on a registration statement on Form S-8, F-80, S-4 or F-4) and the form of registration statement to be used may be used for a registration of Registrable Units (a "Piggyback Registration"), the Company shall give five (5) Business Days' written notice to the Unitholders of its intention to file such registration statement and, subject to this Section 4.04, shall include in such registration statement and in any offering of AmeriGas Common Units to be made pursuant to that registration statement all Registrable Units with respect to which the Company has received a written request for inclusion therein from any Unitholder within (3) three Business Days after such Unitholder's receipt of the Company's notice (*provided*, that only Registrable Units of the same class or classes as the AmeriGas Common Units being registered may be included). The Company shall have no obligation to proceed with any Piggyback Registration and may abandon, terminate and/or withdraw such registration for any reason at any time prior to the pricing thereof. Any Unitholder shall have the right to withdraw such Unitholder's request for inclusion of such Unitholder's Registrable Units in such Piggyback Registration by giving written notice to the Company of such withdrawal at least two (2) Business Days prior to the time of the public announcement of the Company's intention to conduct such underwritten offering.

(a) If a Piggyback Registration is initiated for an underwritten offering on behalf of the Company and the managing underwriter(s) advise the Company and the Unitholders (but only those Unitholders that have elected to include Registrable Units in such Piggyback Registration) that in their opinion the number of AmeriGas Common Units proposed to be included in such offering exceeds the number of AmeriGas Common Units which can be sold in such offering without materially delaying or jeopardizing the success of the offering (including the price per share of the AmeriGas Common Units proposed to be sold in such offering), the Company shall include in such registration and offering (i) first, the number of AmeriGas Common Units that the Company proposes to sell and (ii) second, the number of AmeriGas Common Units requested to be included therein by other unitholders of AmeriGas Common Units, including the Unitholders (but only those Unitholders that have elected to include Registrable Units in such Piggyback Registration), pro rata among all such unitholders on the basis of the number of AmeriGas Common Units requested to be included therein by all such unitholders or as such unitholders and the Company may otherwise agree. If the number of AmeriGas Common Units which can be so sold is less than the number of AmeriGas Common Units proposed to be registered pursuant to the Piggyback Registration by the Company, the amount of AmeriGas Common Units to be sold shall be fully allocated to the Company.

(b) In any Piggyback Registration, the Company shall have the right to select the underwriter or underwriters for any offering conducted pursuant thereto.

(c) None of the Unitholders shall sell any Registrable Units in any offering pursuant to a Piggyback Registration unless it (a) agrees to sell such Registrable Units on the basis provided in the underwriting arrangements approved by the Company and (b) completes and executes all questionnaires, powers of attorney, indemnities, underwriting agreements, lockups and other documents reasonably required of such Unitholder under the terms of such arrangements.

Section 4.05 Suspension Periods. The Company may delay the filing or effectiveness of, or by written notice to the Unitholders suspend the use of, a Shelf Registration Statement in conjunction with a registration of Registrable Units pursuant to Section 4.03 (and, if reasonably required, withdraw any Shelf Registration Statement that has been filed), but in each such case only if the General Partner of the Company determines in good faith that (x) such delay would enable the Company to avoid disclosure of material information, the disclosure of which at that time would be adverse to the Company (including by interfering with, or jeopardizing the success of, any pending or proposed acquisition, disposition or reorganization) or (y) obtaining any financial statements (including required consents) required to be included in any such Shelf Registration Statement would be impracticable. Any period during which the Company has delayed the filing, effectiveness or use of a Registration Statement pursuant to this Section 4.05 is herein called a "Suspension Period". In no event shall the number of days covered by (i) any one Suspension Period exceed sixty days (60) days and (ii) all Suspension Periods in any three hundred sixty (360) day period exceed one hundred eighty (180) days. The Unitholders shall keep the existence of each Suspension Period confidential.

Section 4.06 Obligations of the Company and the Unitholders. (a) Whenever required under Section 4.03 to use reasonable best efforts to effect the registration of any Registrable Units, the Company shall, as expeditiously as possible:

(i) and in any event within thirty (30) days of the applicable Registration Request, subject to the other provisions of this Agreement, prepare and file with the SEC a Registration Statement with respect to such Registrable Units and cause such Registration Statement to become effective not later than 120 days after the date of the filing of such Registration Statement;

(ii) use reasonable best efforts to prepare and file with the SEC such amendments and supplements to such Registration Statement and the Prospectus used in connection therewith as may be necessary to comply with the applicable requirements of the Securities Act and to keep such Registration Statement effective until the earliest date on which any of the following occurs: (1) all Registrable Units covered by such Registration Statement have been distributed in the manner set forth and as contemplated in such Registration Statement, (2) there are no longer any Registrable Units outstanding and (3) three years from the date such Registration Statement becomes effective (the "Effectiveness Period");

(iii) furnish to each selling Unitholder (A) as far in advance as reasonably practicable before filing a Registration Statement or any other registration statement contemplated by this Agreement or any supplement or amendment thereto, copies of reasonably complete drafts of all such documents proposed to be filed, and provide each such Unitholder the opportunity to object to any information pertaining to such Unitholder and its plan of distribution that is contained therein and make the corrections reasonably requested by such Unitholder with respect to such information prior to filing such Registration Statement or such other registration statement and the prospectus included therein or any supplement or amendment thereto, and (B) an electronic copy of such Registration Statement or such other registration statement and the prospectus included therein and any supplements and amendments thereto in order to facilitate the public sale or other disposition of the Registrable Units covered by such Registration Statement or other registration statement;

(iv) use reasonable best efforts to obtain the withdrawal of any order suspending the effectiveness of any Registration Statement, or the lifting of any suspension of the qualification or exemption from qualification of any Registrable Units for sale in any jurisdiction in the United States;

(v) use reasonable best efforts to register or qualify such Registrable Units under such other securities or blue sky laws of such U.S. jurisdictions as the Unitholders reasonably request and continue such registration or qualification in effect in such jurisdictions for as long as the applicable Registration Statement may be required to be kept effective under this Agreement (*provided*, that the Company will not be required to (A) qualify generally to do business in any jurisdiction where it would not otherwise be required to qualify but for this subparagraph (v), (B) subject itself to taxation in any such jurisdiction or (C) consent to general service of process in any such jurisdiction);

(vi) the Company shall ensure that a Registration Statement when it becomes or is declared effective (including the documents incorporated therein by reference) will comply as to form in all material respects with all applicable requirements of the Securities Act and the Exchange Act and will not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading (and, in the case of any prospectus contained in such Registration Statement, in the light of the circumstances under which a statement is made). As soon as practicable following the effective date of a Registration Statement, but in any event within one (1) Business Day of such date, the Company will notify the selling Unitholders of the effectiveness of such Registration Statement.

(vii) immediately notify the Unitholders, at any time when delivery of a Prospectus relating to its Registrable Units would be required under the Securities Act, of (a) the occurrence of any event as a result of which the Prospectus included in such Registration Statement contains an untrue statement of a material fact or omits a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, and prepare, as soon as practical, a supplement or amendment to such Prospectus so that, as thereafter delivered to any prospective purchasers of such Registrable Units, such Prospectus shall not contain an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; (b) the Company's receipt of any written comments from the SEC with respect to any filing referred to in clause (a) and any written request by the SEC for amendments or supplements to such Registration Statement or any other registration statement or any Prospectus thereto the issuance or threat of issuance by the SEC of any stop order suspending the effectiveness of such Registration Statement or any other registration statement contemplated by this Agreement, or the initiation of any proceedings for that purpose and (c) the receipt by the Company of any notification with respect to the suspension of the qualification of any Registrable Units for sale under the applicable securities or blue sky laws of any jurisdiction. The Company agrees to as promptly as practicable amend or supplement the Prospectus or take other appropriate action so that the Prospectus does not include an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading in the light of the circumstances then existing and to take such other action as is necessary to remove a stop order, suspension, threat thereof or proceedings related thereto;

(viii) furnish to each selling Unitholder, subject to appropriate confidentiality obligations, copies of any and all transmittal letters or other correspondence with the SEC or any other governmental agency or self-regulatory body or other body having jurisdiction (including any domestic or foreign securities exchange) relating to such offering of Registrable Units;

(ix) otherwise use its reasonable best efforts to comply with all applicable rules and regulations of the SEC, and make available to its security holders, as soon as reasonably practicable, an earnings statement, which earnings statement shall satisfy the provisions of Section 11(a) of the Securities Act and Rule 158 promulgated thereunder;

(x) use its reasonable best efforts to cause the Registrable Units to be registered with or approved by such other governmental agencies or authorities as may be necessary by virtue of the business and operations of the Company to enable the selling Unitholders to consummate the disposition of such Registrable Units; *provided*, *however*, that the Company shall not be required to qualify or register as a foreign corporation or to take any action that would subject it to general service of process in any such jurisdiction where it is not presently qualified or registered or where it would be subject to taxation as a foreign corporation;

(xi) in the case of an underwritten offering requested pursuant to Section 4.03(a), enter into an underwriting agreement containing such provisions (including provisions for indemnification, lockups, opinions of counsel and comfort letters) as are customary and reasonable for an offering of such kind;

(xii) in the case of an underwritten offering requested pursuant to Section 4.03(a), and to the extent not prohibited by applicable Law or pre-existing applicable contractual restrictions, use reasonable best efforts to (A) cause the Company's independent accountants to provide customary "cold comfort" letters to the managing underwriter(s) of such offering in connection therewith and (B) cause the Company's counsel to furnish customary legal opinions to such underwriters in connection therewith;

(xiii) use reasonable best efforts to cause all such Registrable Units to be listed on each securities exchange on which securities of the same class issued by the Company are then listed; and

(xiv) provide the transfer agent with printed certificates for the Registrable Units to be sold.

(b) It shall be a condition precedent to the obligations of the Company to take any action pursuant to this Agreement that the Unitholders shall furnish to the Company such information regarding itself, the Registrable Units held by it, and the intended method of disposition of such securities as the Company shall reasonably request and as shall be required in connection with the action to be taken by the Company.

(c) The Unitholders agree by having their AmeriGas Common Units treated as Registrable Units hereunder that, upon being advised in writing by the Company of the occurrence of an event pursuant to Section 4.06(a)(vii) when the Company is entitled to do so pursuant to Section 4.05, the Unitholders will immediately discontinue (and direct any other Persons making offers and sales of Registrable Units to immediately discontinue) offers and sales of Registrable Units pursuant to any Registration Statement (other than those pursuant to a plan that is in effect and that complies with Rule 10b5-1 of the Exchange Act) until it is advised in writing by the Company that the use of the Prospectus may be resumed and is furnished with a supplemented or amended Prospectus as contemplated by Section 4.06(a)(vii), and, if so directed by the Company, the Unitholders will deliver to the Company all copies, other than permanent file copies then in the Unitholders' possession, of the Prospectus covering such Registrable Units current at the time of receipt of such notice.

(d) The Company may prepare and deliver an issuer free-writing prospectus (as such term is defined in Rule 405 under the Securities Act) in lieu of any supplement to a Prospectus, and references herein to any "supplement" to a Prospectus shall include any such issuer free-writing prospectus. No seller of Registrable Units may use a free-writing prospectus to offer or sell any such units without the Company's prior written consent.

(e) It is understood and agreed that the Company shall not have any obligations under this Article IV at any time following the termination of this Agreement, unless an underwritten offering in which any Unitholder participates has been priced but not completed prior to the applicable date of such termination, in which event the Company's obligations under this Section 4.06 shall continue with respect to such offering until it is so completed.

(f) If a Registration Statement required by Section 4.03 does not become or is not declared effective within 150 days after the date it is filed with the SEC (the "Filing Date"), then each Selling Unitholder shall be entitled to a payment (with respect to each Registrable Unit held by the selling Unitholder), as liquidated damages and not as a penalty, of 0.25% per annum of the Issue Price for each 30-day period immediately following the 150th day after the Filing Date (the "Liquidated Damages"), until such time as such Registration Statement becomes effective or is declared effective or the Registrable Units covered by such Registration Statement are no longer outstanding.

(g) The Liquidated Damages shall be paid to each selling Unitholder in cash within ten (10) Business Days of the end of each such 30-day period. Any payments made pursuant to this Section 4.06(g) shall constitute the selling Unitholders' exclusive remedy for such events. The Liquidated Damages imposed hereunder shall be paid to the selling Unitholders in immediately available funds. In no event will the aggregate amount of Liquidated Damages paid to the selling Unitholders exceed 6% of the aggregate value of the AmeriGas Common Units to be sold by such Unitholder under the applicable Registration Statement, valued using the Issue Price (the "Liquidated Damages Cap"). If the Company certifies that it is unable to pay the Liquidated Damages in cash because such payment would result in a breach under any of the Company's or its Subsidiaries' credit facilities filed as exhibits to the Company's SEC Documents, then the Company may pay the Liquidated Damages in kind in the form of the issuance of additional AmeriGas Common Units. Upon any issuance of AmeriGas Common Units as Liquidated Damages, the Company shall promptly prepare and file an amendment to the applicable Registration Statement prior to its effectiveness adding such AmeriGas Common Units to such Registration Statement as additional Registrable Units. The determination of the number of AmeriGas Common Units to be issued as the Liquidated Damages shall be equal to such amounts divided by the volume weighted average price of AmeriGas's Common Units on the NYSE for the five (5) consecutive trading days ending on the last trading day ending before the date on which the Liquidated Damages payment is due. In addition to being subject to the Liquidated Damages Cap, the payment of Liquidated Damages to a selling Unitholder shall cease at such time as the Registrable Units of such selling Unitholder become eligible for resale without limitation as to volume under Rule 144 of the Securities Act.

Section 4.07 Expenses of Registration. All expenses incurred in connection with each of the first two (2) Registrations pursuant to Section 4.03 and any Registration pursuant to Section 4.04 of this Agreement, and any offerings under the Registration Statements filed in such Registrations, excluding underwriters' discounts and commissions, but including without limitation all Registration, filing and qualification fees, word processing, duplicating, printers' and accounting fees (including the expenses of any special audits or "cold comfort" letters required by or incident to such performance and compliance), fees of the Financial Industry Regulatory Authority, Inc. or listing fees, messenger and delivery expenses, all fees and expenses of complying with state securities or blue sky laws, and the fees and disbursements of counsel for the Company ("Registration Expenses"), shall be paid by the Company and all Registration Expenses with respect to each other Registration pursuant to Section 4.03 shall be paid by the Unitholders proposing to offer AmeriGas Common Units pursuant thereto; *provided*, *however*, that if a Registration request pursuant to Section 4.03 or 4.04 is subsequently withdrawn by any Unitholder, then the Company shall not be required to pay any expenses of such Registration proceeding and such Unitholder shall bear such expenses. The Unitholders shall bear and pay the underwriting commissions and discounts applicable to securities offered for their account and the fees and disbursements of their counsel (as well as counsel to the underwriter(s), if any) in connection with any Registrations, filings and qualifications made pursuant to this Agreement.

Section 4.08 Underwriting Requirements. In connection with any underwritten offering, the Company shall not be required under Sections 4.03 or 4.04 to include any Registrable Units in such underwritten offering unless such Unitholder accepts the terms of the underwriting of such offering that have been reasonably agreed upon between the Company and the underwriters.

Section 4.09 Indemnification. (a) The Company shall indemnify, to the fullest extent permitted by Law, the Unitholders against all losses, claims, damages, liabilities, judgments, costs (including reasonable costs of investigation) and expenses (including reasonable attorneys' fees) relating to the Registrable Units arising out of or based upon any untrue or alleged untrue statement of a material fact contained in any Registration Statement or Prospectus or any amendment thereof or supplement thereto or arising out of or based upon any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein not misleading, except insofar as the same are made in reliance and in conformity with information furnished in writing to the Company by any Unitholder or to the Company by any participating underwriter for use in connection with any such Registration Statement or Prospectus, or amendment or supplement thereto. In connection with an underwritten offering in which any Unitholder participates conducted pursuant to a registration effected hereunder, the Company shall indemnify each participating underwriter to the same extent as provided above with respect to the indemnification of the Unitholders.

(b) In connection with any Registration Statement in which any Unitholder is participating, such Unitholder shall furnish to the Company in writing such information as the Company reasonably requests for use in connection with any such Registration Statement or Prospectus, or amendment or supplement thereto, and such Unitholder (or, with respect to Heritage ETC, the ETP Parties) shall indemnify to the fullest extent permitted by Law, the Company and its officers and directors, against all losses, claims, damages, liabilities, judgments,

costs (including reasonable costs of investigation) and expenses (including reasonable attorneys' fees) arising out of or based upon any untrue or alleged untrue statement of material fact contained in the Registration Statement or Prospectus, or any amendment or supplement thereto, or arising out of or based upon any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein not misleading, but only to the extent that the same are made in reliance and in conformity with information furnished in writing to the Company by or on behalf of such participating Unitholder expressly for use therein. In connection with an underwritten offering conducted pursuant to a registration effected hereunder, the participating Unitholders shall indemnify each participating underwriter to the same extent as provided above with respect to the indemnification of the Company.

(c) Any Person entitled to indemnification hereunder shall (i) give prompt written notice to the indemnifying Person of any claim with respect to which it seeks indemnification and (ii) permit such indemnifying Person to assume the defense of such claim with counsel reasonably satisfactory to the indemnified Person. Failure to so notify the indemnifying Person shall not relieve it from any liability that it may have to an indemnified Person. The indemnifying Person shall not be subject to any liability for any settlement made by the indemnified Person without its consent (but such consent will not be unreasonably withheld). An indemnifying Person who is entitled to, and elects to, assume the defense of a claim shall not be obligated to pay the fees and expenses of more than one counsel (in addition to one local counsel) for all Persons indemnified (hereunder or otherwise) by such indemnifying Person with respect to such claim (and all other claims arising out of the same circumstances), unless in the reasonable judgment of any indemnified Person there may be one or more legal or equitable defenses available to such indemnified Person which are in addition to or may conflict with those available to another indemnified Person with respect to such claim, in which case each such indemnified Person shall be entitled to use separate counsel. The indemnifying Person shall not consent to the entry of any judgment or enter into or agree to any settlement relating to a claim or action for which any indemnified Person would be entitled to indemnification by any indemnified Person hereunder unless such judgment or settlement imposes no ongoing obligations on any such indemnified Person and includes as an unconditional term the giving, by all relevant claimants and plaintiffs to such indemnified Person, a release, reasonably satisfactory in form and substance to such indemnified Person, from all liabilities in respect of such claim or action for which such indemnified Person would be entitled to such indemnification.

(d) The indemnification provided for under this Agreement shall remain in full force and effect regardless of any investigation made by or on behalf of the indemnified Person or any officer or director of such indemnified Person and shall survive the transfer of securities and the termination of this Agreement, but only with respect to offers and sales of Registrable Units made before such termination.

(e) If the indemnification provided for in or pursuant to this Section 4.09 is due in accordance with the terms hereof, but is held by a court to be unavailable or unenforceable in respect of any losses, claims, damages, liabilities or expenses referred to herein, then each applicable indemnifying Person, in lieu of indemnifying such indemnified Person, shall contribute to the amount paid or payable by such indemnified Person as a result of such losses, claims, damages, liabilities or expenses in such proportion as is appropriate to reflect the relative fault of the indemnifying Person, on the one hand, and of the indemnified Person, on the other

hand, in connection with the statements or omissions which result in such losses, claims, damages, liabilities or expenses as well as any other relevant equitable considerations. The relative fault of the indemnifying Person, on the one hand, and of the indemnified Person, on the other hand, shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the indemnifying Person or by the indemnified Person, and by such Person's relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission.

Section 4.10 Lockup. The Unitholders shall, in connection with any registration of the Company's securities, upon the request of the Company or the underwriters managing any underwritten offering of the Company's securities, agree in writing not to effect any sale, disposition or distribution of any Registrable Units (other than that included in the registration) without the prior written consent of the Company or such underwriters, as the case may be, for such period of time as the underwriters may specify, but in no event to exceed 10 days prior to the date of the Prospectus and 60 days from the date of the Prospectus.

Section 4.11 Marketing Assistance. In connection with any widely distributed offering of AmeriGas Common Units held by the Unitholders that is reasonably expected to be in excess of 2.5% of the then outstanding AmeriGas Common Units, even if such AmeriGas Common Units are not sold pursuant to any Registration Statement, the Company shall provide reasonable marketing assistance to the Unitholders (including asking members of senior management of the Company to participate in "road-shows" and investor calls in connection with such distribution) and shall be entitled to consent to, such consent not to be unreasonably withheld, to the selection of the underwriter by the Unitholders.

ARTICLE V

MISCELLANEOUS

Section 5.01 Expiration and Termination. Except as provided in Section 4.09(d) and Section 5.14, this Agreement and all obligations of the ETP Parties and each of the Unitholders hereunder shall terminate and have no further force or effect as of the date on which the aggregate beneficial ownership of the Unitholders is less than 4.9% of the then outstanding AmeriGas Common Units (the "Expiration Date"). The Proxy delivered in connection herewith and all obligations of each of the Unitholders hereunder shall terminate and shall have no further force or effect as of the Expiration Date.

Section 5.02 Interpretations. In this Agreement, unless a clear contrary intention appears: (a) the singular includes the plural and vice versa; (b) reference to a Person includes such Person's successors and assigns but, in the case of a Party, only if such successors and assigns are permitted by this Agreement, and reference to a Person in a particular capacity excludes such Person in any other capacity; (c) reference to any gender includes each other gender; (d) references to any Exhibit, Schedule, Section, Article, Annex, subsection and other subdivision refer to the corresponding Exhibits, Schedules, Sections, Articles, Annexes, subsections and other subdivisions of this Agreement unless expressly provided otherwise; (e) references in any Section or Article or definition to any clause means such clause of such

Section, Article or definition; (f) “hereunder,” “hereof,” “hereto” and words of similar import are references to this Agreement as a whole and not to any particular provision of this Agreement; (g) the word “or” is not exclusive, and the word “including” (in its various forms) means “including without limitation”; (h) each accounting term not otherwise defined in this Agreement has the meaning commonly applied to it in accordance with GAAP; (i) references to “days” are to calendar days; and (j) all references to money refer to the lawful currency of the United States. The Article and Section titles and headings in this Agreement are inserted for convenience of reference only and are not intended to be a part of, or to affect the meaning or interpretation of, this Agreement.

Section 5.03 Amendment and Modifications. This Agreement may be amended, modified or supplemented only by written agreement of the Company and Unitholders holding a majority of the then outstanding Registrable Units.

Section 5.04 Waiver of Compliance; Consents. Except as otherwise provided in this Agreement, any failure of any of the Parties to comply with any obligation, covenant, agreement or condition in this Agreement may be waived by the Party or Parties entitled to the benefits thereof only by a written instrument signed by the Party or Parties granting such waiver, but such waiver or failure to insist upon strict compliance with such obligation, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

Section 5.05 Notice. Any notice, demand or communication required or permitted under this Agreement shall be in writing and delivered personally, by reputable overnight delivery service or other courier or by certified mail, postage prepaid, return receipt requested, and shall be deemed to have been duly given (a) as of the date of delivery if delivered personally or by overnight delivery service or other courier or (b) on the date receipt is acknowledged if delivered by certified mail, addressed as follows; provided, however, that a notice of a change of address shall be effective only upon receipt thereof:

If to any Unitholder or the ETP Parties to:

c/o Energy Transfer Partners, L.P.
3738 Oak Lawn
Dallas, TX 72519
Telephone: (832) 668-1210 or (214) 981-0763
Facsimile: (832) 668-1127
Attention: General Counsel

And a copy to:

Vinson & Elkins LLP
2500 First City Tower
1001 Fannin, Suite 2500
Houston, Texas 77007
Telephone: (713) 758-3708
Facsimile: (713) 615-5861

Attention: David P. Oelman

If to the Company to:

AmeriGas Partners, L.P.
460 No. Gulph Road
King of Prussia, Pennsylvania 19406
Telephone: (610) 337-1000
Facsimile: (610) 992-3259
Attention: Chief Financial Officer

And a copy to:

UGI Corporation
460 No. Gulph Road
King of Prussia, Pennsylvania 19406
Telephone: (610) 337-1000
Facsimile: (610) 992-3258
Attention: General Counsel

And a copy to:

Shearman & Sterling LLP
599 Lexington Avenue
New York, New York 10022
Telephone: (212) 848-4000
Facsimile: (212) 848-7179
Attention: Stephen M. Besen
Attention: David P. Connolly

Section 5.06 Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties and their successors and permitted assigns. Except as contemplated by Section 2.03, no Party may assign or transfer this Agreement or any of its rights, interests or obligations under this Agreement without the prior written consent of the other Parties. Any attempted assignment or transfer in violation of this Agreement shall be null, void and ineffective.

Section 5.07 Third Party Beneficiaries. This Agreement shall be binding upon and inure solely to the benefit of the Parties and their respective successors and assigns. Except as provided in Section 1.02, none of the provisions of this Agreement shall be for the benefit of or enforceable by any third party, including any creditor of any Party or any of their Affiliates. No such third party shall obtain any right under any provision of this Agreement or shall by reasons of any such provision make any claim in respect of any liability (or otherwise) against any other Party.

Section 5.08 Entire Agreement. This Agreement, the Contribution Agreement and the other Transaction Agreements constitute the entire agreement and understanding of the Parties with respect to the subject matter hereof and supersede all prior agreements and understandings, both oral and written, among the Parties or between any of them with respect to such subject matter.

Section 5.09 Severability. Whenever possible, each provision or portion of any provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable Law but if any provision or portion of any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable Law in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision or portion of any provision in such jurisdiction, and this Agreement will be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision or portion of any provision had never been contained herein.

Section 5.10 Facsimiles; Counterparts. This Agreement may be executed by facsimile signatures by any Party and such signature shall be deemed binding for all purposes hereof, without delivery of an original signature being thereafter required. This Agreement may be executed in counterparts, each of which, when executed, shall be deemed to be an original and all of which together shall constitute one and the same document.

Section 5.11 Governing Law. This Agreement shall be governed by and construed and interpreted in accordance with the Laws of the State of Delaware, without giving effect to the conflicts of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Delaware.

Section 5.12 Consent to Jurisdiction. The Parties irrevocably submit to the exclusive jurisdiction of (a) the Delaware Court of Chancery, and (b) any state appellate court therefrom within the State of Delaware (or, only if the Delaware Court of Chancery declines to accept jurisdiction over a particular matter, any state or federal court within the State of Delaware), for the purposes of any Proceeding arising out of this Agreement or the transactions contemplated hereby (and each agrees that no such Proceeding relating to this Agreement or the transactions contemplated hereby shall be brought by it except in such courts). The Parties irrevocably and unconditionally waive (and agree not to plead or claim) any objection to the laying of venue of any Proceeding arising out of this Agreement or the transactions contemplated hereby in (i) the Delaware Court of Chancery, or (ii) any state appellate court therefrom within the State of Delaware (or, only if the Delaware Court of Chancery declines to accept jurisdiction over a particular matter, any state or federal court within the State of Delaware) or that any such Proceeding brought in any such court has been brought in an inconvenient forum. Each of the Parties also agrees that any final and non appealable judgment against a Party in connection with any Proceeding shall be conclusive and binding on such Party and that such award or judgment may be enforced in any court of competent jurisdiction, either within or outside of the United States. A certified or exemplified copy of such award or judgment shall be conclusive evidence of the fact and amount of such award or judgment.

Section 5.13 WAIVER OF JURY TRIAL. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY ACTION OR PROCEEDING TO ENFORCE OR TO DEFEND ANY RIGHTS UNDER THIS AGREEMENT SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

Section 5.14 Books and Records; Financial Information.

(i) The Company shall provide to ETP and ETE access upon reasonable notice during normal business hours to the Company's books and records relating to the AmeriGas Entities to the extent reasonably necessary to prepare financial statements of ETP, ETE and their Affiliates in such forms and covering such periods as may be required by any applicable securities laws to be filed with the SEC by ETP and ETE as a result of the transactions contemplated by this Agreement. The Company shall use its reasonable best efforts to cause the AmeriGas Entities' independent accountants to provide any consent necessary to the filing of such financial statements with the SEC and to provide such customary representation letters as are necessary in connection therewith. Until such time as the AmeriGas Common Units held by any of the ETP Parties equal less than three percent (3%) of the issued and outstanding AmeriGas Common Units, the Company's obligations under this Section 5.14 shall include the obligation to provide, at the ETP Parties' expense, ETP and ETE with the accounting and financial information set forth on Schedule II; *provided*, *however*, that the Company shall not be obligated to provide the accounting and financial information set forth on Schedule II with respect to any quarterly period ending September 30 unless otherwise requested by ETP or ETE.

(ii) The Company hereby consents to the inclusion or incorporation by reference of the financial statements of the AmeriGas Entities in any registration statement, report or other filing of ETP, ETE or any of their Affiliates as to which ETP, ETE or any of their Affiliates reasonably determines that such financial statements are required to be included or incorporated by reference to satisfy any rule or regulation of the SEC or to satisfy relevant disclosure obligations under the Securities Act or the Exchange Act. The Company shall use reasonable best efforts to cause the AmeriGas Entities' independent auditors to consent to the inclusion or incorporation by reference of its audit opinion with respect to any of the financial statements of the AmeriGas Entities in any such registration statement, report or other filing of ETP, ETE or their Affiliates, and the Company shall cause representation letters, in form and substance reasonably satisfactory to the AmeriGas Entities independent auditors, to be executed and delivered to the independent auditors in connection with obtaining any such consent.

(iii) The Company shall provide access upon reasonable notice during normal business hours to its books and records as may be reasonably necessary for ETP, ETE or any of their Affiliates, or any of their respective advisors or representatives, to conduct customary due diligence with respect to the financial statements of the Company in connection with any offering of securities by ETP, ETE or any of their Affiliates or to enable an accounting firm to prepare and deliver a customary comfort letter with respect to financial information relating to AmeriGas. The ETP Parties shall reimburse the Company for any cost or expenses incurred by the Company in connection with the foregoing.

(iv) The ETP, ETE and their Affiliates shall not, directly or indirectly, disclose to any Person any confidential Information provided to ETP and/or ETE pursuant to this Section 5.14 ("Information"), which has not become generally available to the public, other than as a result of a breach of this Agreement. Notwithstanding the foregoing, (A) in the event that the ETP, ETE or any of their Affiliates are required by Law or applicable stock exchange rules to disclose any Information, such party shall (1) notify the Company as promptly as practicable of the existence, terms and circumstances surrounding such a request, so that the Company may either waive such party's compliance with the terms of this Section 5.14 or seek an appropriate protective order or other remedy and (2) if the Company seeks such a protective order, to provide such cooperation as the Company may reasonably request (at the Company's sole expense) and (B) the Parties acknowledge and agree that any of the ETP Parties that holds at least three percent (3%) of the outstanding AmeriGas Common Units shall be required to include or incorporate into its financial statements the financial information described on Schedule II and no such ETP Party shall publicly disclose such Information in its financial statements until the Company has publicly filed its financial statements containing such information. In the event that the Company waives compliance (in whole or in part) with the terms of this Section 5.14, or such protective order or other remedy is denied, as a result of which ETP, ETE or its Affiliate is nonetheless legally compelled to disclose such Information, ETP, ETE or its Affiliate, as the case may be, shall furnish only that portion of the Information that its legal counsel advises is legally required, and ETP, ETE or its Affiliate shall exercise its reasonable best efforts to preserve the confidentiality of the remainder of the Information. In no event shall ETP, ETE or its Affiliate oppose action by the Company to obtain a protective order or other relief to prevent the disclosure of Information or to obtain reliable assurance that confidential treatment will be afforded the Information.

(v) The agreements in this Section 5.14 are for the sole benefit of ETP and ETE and the Company shall not be required to provide information or access under this Section 5.14 to any other Unitholder.

Section 5.15 Specific Enforcement. The Parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed, or were threatened to be not performed, in accordance with their specific terms or were otherwise breached. It is accordingly agreed that, in addition to any other remedy that may be available to it, including monetary damages, each of the Parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement exclusively in the jurisdiction provided in Section 5.12, and all such rights and remedies at law or in equity may be cumulative. The Parties further agree that no Party shall be required to obtain, furnish or post any bond or similar instrument in connection with or as a condition to obtaining any remedy referred to in this Section 5.14 and each Party waives any objection to the imposition of such relief or any right it may have to require the obtaining, furnishing or posting of any such bond or similar instrument.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the date first above written.

ENERGY TRANSFER PARTNERS, L.P.

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

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

By: /s/ Thomas P. Mason
Name: Thomas P. Mason
Title: Vice President, General Counsel and Secretary

ENERGY TRANSFER PARTNERS GP, L.P.

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

By: /s/ Thomas P. Mason
Name: Thomas P. Mason
Title: Vice President, General Counsel and Secretary

ENERGY TRANSFER EQUITY, L.P.

By: LE GP, L.L.C., its general partner

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

HERITAGE ETC, L.P.

By: Heritage ETC GP, LLC, its general partner

By: /s/ Thomas P. Mason
Name: Thomas P. Mason
Title: Vice President, General Counsel and Secretary

AMERIGAS PARTNERS, L.P.

By: AmeriGas Propane, Inc., its general partner

By: /s/ Steve Samuel
Name: Steve Samuel
Title: Vice President and General Counsel

Schedule I

Unitholders' Interests

Name	Number of Units
Heritage ETC, L.P.	29,567,362

Schedule II

Accounting and Financial Information

Requirements to satisfy S-X 3-05

- Provide the following financial statements immediately after closing:
    - Audited annual financial statements from APU's most recent Form 10-K
    - Unaudited interim financial statements for the most recent quarter-end

Requirements to satisfy S-X 3-09

- Provide audited annual financial statements for each subsequent annual period.
    - Provide in draft form when available; provide in final form with auditors' report when finalized.

Requirements for ETP's accounting

- Provide estimated income at the end of each calendar quarter, no later than the 9th business day following the end of the quarter.

Requirements related to income taxes

- Unless otherwise provided in the Contribution Agreement, upon the written request of ETP, provide good faith estimates of the following at the end of each calendar quarter, no later than the 21st calendar day following the end of the quarter.
    - Qualifying income calculation
    - Projection of net taxable income of the Company for the full year

Requirements for ETP footnote and MD&A preparation

- Provide a draft of APU's Form 10-Q within 20 business days following the end of a calendar quarter
- Provide a draft of APU's Form 10-K within 30 business days following the end of a calendar year

Requirements related to ETP debt and equity offerings

- Provide assistance with obtaining consent from APU's auditor, for example:
    - Respond to inquiries
    - Sign management representation letters
    - Provide updated financial information

Exhibit A

FORM OF IRREVOCABLE PROXY

This proxy is delivered pursuant to that certain Unitholder Agreement, dated as of January 12, 2012 (the "Unitholder Agreement"), by and among Heritage ETC, L.P., any other Person that becomes a Unitholder under the Unitholder Agreement pursuant to the terms thereof, AmeriGas Partners, L.P. (the "Company") and, for certain limited purposes, Energy Transfer Partners, L.P., Energy Transfer Partners GP, L.P. and Energy Transfer Equity, L.P. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Unitholder Agreement.

The undersigned, with respect to the AmeriGas Common Units owned by such Unitholder, hereby appoints Jerry E. Sheridan, Steven A. Samuel, John S. Iannarelli and John L. Walsh, and each of them, with the power to act without the other and with power of substitution (and agrees to execute such documents or certificates evidencing such proxy as the Company may reasonably request), as proxies and attorneys-in-fact and hereby authorizes them to represent and vote, at any meeting of the limited partners of the Company (including any written consent in lieu of a meeting) prior to the Expiration Date, all of the AmeriGas Common Units owned by the undersigned in a manner consistent with the recommendation of the Board of Directors of the General Partner of the Company. This proxy revokes any other proxy granted by the undersigned at any time with respect to any AmeriGas Common Units. THIS PROXY IS IRREVOCABLE AND COUPLED WITH AN INTEREST. THE POWER OF ATTORNEY GRANTED BY THE UNDERSIGNED IS A DURABLE POWER OF ATTORNEY AND SHALL SURVIVE THE BANKRUPTCY, DISSOLUTION, DEATH OR INCAPACITY OF THE UNDERSIGNED.

The undersigned agrees that it shall not challenge the enforceability or validity of this proxy or the exercise and implementation of this proxy in accordance with the terms hereof in any forum.

If any term or provision of this irrevocable proxy or the application thereof to any circumstance shall be held invalid or unenforceable, the remaining terms and provisions hereof and the application of such term or provision to circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby.

The undersigned represents and warrants that, in granting this irrevocable proxy, it has proceeded voluntarily and with the advice of attorneys of the undersigned's own choosing, that the undersigned has read the terms of this irrevocable proxy and reviewed such terms with the undersigned's attorneys, that the terms of this irrevocable proxy have been fully and completely read and explained to the undersigned by the undersigned's attorneys, and that such terms are fully understood and voluntarily accepted by the undersigned, with no duress or coercion of any kind.

This proxy shall be governed by and construed in accordance with the Laws of the State of Delaware, without giving effect to the conflicts of laws provision of rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Delaware.

[NAME OF UNITHOLDER]

By: _____
Name:
Title:

Exhibit B

Form of Joinder

The undersigned is executing and delivering this Joinder Agreement (this "Joinder Agreement") pursuant to the Unitholder Agreement, dated as of January 12, 2012 (the "Unitholder Agreement"), by and among Heritage ETC, L.P., any other Person that becomes a Unitholder under the Unitholder Agreement pursuant to the terms thereof, AmeriGas Partners, L.P. and, for certain limited purposes, Energy Transfer Partners, L.P., Energy Transfer Partners GP, L.P. and Energy Transfer Equity, L.P. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Unitholder Agreement.

By executing and delivering this Joinder Agreement to the Unitholder Agreement, the undersigned hereby agrees to become a party to, be bound by, and comply with the provisions of the Unitholder Agreement as a "Unitholder" thereunder.

Accordingly, the undersigned has executed and delivered this Joinder Agreement as of the day of , 20 .

[UNITHOLDER]

By: _____
Name:
Title:

Confidential **Execution Version**

AmeriGas Partners, L.P.

January 11, 2012

Energy Transfer Partners, L.P.
3738 Oak Lawn
Dallas, TX 72519

Re: Contribution and Redemption Agreement

Dear Sirs:

Reference is made to the Contribution and Redemption Agreement, dated as of October 15, 2011, as amended (the "Contribution Agreement"), by and among Energy Transfer Partners, L.P., Energy Transfer Partners GP, L.P., Heritage ETC, L.P. (collectively, the "Contributor Parties") and AmeriGas Partners, L.P. ("Acquirer"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Contribution Agreement.

The Contributor Parties hereby waive any and all of Acquirer's obligations under Section 5.21 of the Contribution Agreement with respect to the credit support instruments issued by National Union Fire Insurance, Zurich American Insurance Company and Liberty Mutual Insurance Company, but only to the extent that such credit support instruments relate to the retention of workers' compensation insurance (including employers' liability insurance).

Acquirer acknowledges that the Estimated Closing Date Balance Sheets, Estimated Net Working Capital and Estimated Net Cash shall be prepared and delivered by Contributor utilizing the balance sheets for each of HOLP and Titan and each of their respective Subsidiaries on a combined basis as of December 31, 2011 as adjusted to reflect the carve-out of the cylinder exchange business of the Propane Group Entities. The Parties acknowledge and agree that the Contribution Closing shall occur on January 12, 2012. Notwithstanding the actual Contribution Closing Date, all adjustments to the Purchase Price pursuant to Section 2.5 of the Contribution Agreement shall be determined as though the Contribution Closing Date occurred at 12:01 a.m., Houston, Texas time, on January 18, 2012, including the calculation of the Final Closing Date Balance Sheets, Final Net Working Capital, Final Net Cash, the Estimated Unearned Distribution Amount and the Estimated Unearned Pro Rata Distribution Amount. From the period of time from the actual Contribution Closing on January 12, 2012 until the deemed Contribution Closing Date at 12:01 a.m., Houston, Texas time, on January 18, 2012 pursuant to the immediately preceding sentence, the Acquirer agrees (i) to cause each Propane Group Entity to conduct its business and activities in the ordinary course of business consistent with past practice and (ii) except in the ordinary course of business consistent with past practice, not to distribute, transfer or otherwise dispose of any assets from, or contribute or transfer to or cause the incurrence of any liabilities or obligations by, any Propane Group Entity that would be included in the calculation of the Final Net Working Capital or the Final Net Cash (though the Parties agree that under no circumstances shall the Acquirer cause or permit any Propane Group Entity to transfer, distribute or dividend any Cash out of such Propane Group Entity to Acquirer or any of its

Affiliates (other than another Propane Group Entity) until after 12:01 a.m., Houston, Texas time, on January 18, 2012). Notwithstanding the foregoing, the Parties acknowledge and agree that it is the intent of Acquirer to use Cash of HOLP to fund the acquisition of the HOLP Notes tendered pursuant to the Change of Control Offer in accordance with Section 5.25 of the Contribution Agreement, and that for purposes of calculating the Final Net Cash (i) any Cash used to fund such acquisition will be credited back for the benefit of the Contributor Parties and (ii) the acquisition of such HOLP Notes shall be deemed to have occurred as of January 18, 2012 and such HOLP Notes shall be deemed to be outstanding for the purpose of calculating Final Net Cash. In addition, for the avoidance of doubt the parties acknowledge that any payments made by HOLP on the actual Contribution Closing Date in connection with any amendment or waiver in respect of the HOLP Notes shall be a reduction to Final Net Cash. The Parties also acknowledge and agree that for purposes of calculating the adjustments to the Purchase Price pursuant to Section 2.5(m)-(o) of the Contribution Agreement, the amount of the "Last Declared Distribution" was $0.7625. Finally, in clause (ii) of the fourth recital of the Contribution Agreement, the reference to "Heritage GP, LLC" is hereby amended to state "Heritage Operating GP, LLC." Nothing herein shall restrict or prevent Acquirer or any of the Propane Group Entities from undertaking any matter contemplated by, or referred to in, or necessary to give effect to or implement, the Agreement Containing Consent Order executed by the Parties and filed with the FTC, or the Cylinder Exchange Transition Services Agreement. For the avoidance of doubt, the calculation of Final Net Working Capital and Final Net Cash shall exclude the Cylinder Exchange Business. For the avoidance of doubt, except to the extent modified hereby, all other terms and conditions under Section 2.5 of the Contribution Agreement shall remain in full force and effect.

The Parties hereby agree that this letter agreement shall be deemed to amend the Contribution Agreement in accordance with Section 10.1 thereof. This letter agreement may be executed in any number of counterparts, all of which together shall constitute one and the same instrument and any Party may execute this letter by signing any such counterpart.

This letter agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Delaware, without giving effect to the conflicts of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Delaware. The Parties irrevocably submit to the exclusive jurisdiction of (a) the Delaware Court of Chancery, and (b) any state appellate court therefrom within the State of Delaware (or, only if the Delaware Court of Chancery declines to accept jurisdiction over a particular matter, any state or federal court within the State of Delaware), for the purposes of any Proceeding arising out of this letter agreement or the transactions contemplated hereby (and each agrees that no such Proceeding relating to this letter agreement or the transactions contemplated hereby shall be brought by it except in such courts). The Parties irrevocably and unconditionally waive (and agree not to plead or claim) any objection to the laying of venue of any Proceeding arising out of this letter agreement or the transactions contemplated hereby in (i) the Delaware Court of Chancery, or (ii) any state appellate court therefrom within the State of Delaware (or, only if the Delaware Court of Chancery declines to accept jurisdiction over a particular matter, any state or federal court within the State of Delaware) or that any such Proceeding brought in any such court has been brought in an inconvenient forum. Each of the Parties also agrees that any final and non appealable judgment against a Party in connection with any Proceeding shall be conclusive and binding on

such Party and that such award or judgment may be enforced in any court of competent jurisdiction, either within or outside of the United States. A certified or exemplified copy of such award or judgment shall be conclusive evidence of the fact and amount of such award or judgment

If the foregoing correctly reflects the understanding and agreement among us, please execute a copy of this letter in the space provided below and return it to the undersigned.

[*Signature page follows.*]

Very truly yours,

AMERIGAS PARTNERS, L.P.
By: AmeriGas Propane, Inc., its general partner

By: /s/ Robert H. Knauss
Name: Robert H. Knauss
Title: Vice President

ACCEPTED AND AGREED:

ENERGY TRANSFER PARTNERS, L.P.
By: Energy Transfer Partners GP, L.P., its general partner
By: Energy Transfer Partners, L.L.C., its general partner

By: /s/ Thomas P. Mason
Name: Thomas P. Mason
Title: Vice President, General Counsel and Secretary

ENERGY TRANSFER PARTNERS GP, L.P.
By: Energy Transfer Partners, L.L.C., its general partner

By: /s/ Thomas P. Mason
Name: Thomas P. Mason
Title: Vice President, General Counsel and Secretary

HERITAGE ETC, LP
By: Heritage ETC GP, LLC, its general partner

By: /s/ Thomas P. Mason
Name: Thomas P. Mason
Title: Vice President, General Counsel and Secretary

Exhibit 99.1

ENERGY TRANSFER PARTNERS CLOSES CONTRIBUTION OF PROPANE OPERATIONS TO AMERIGAS PARTNERS IN EXCHANGE FOR $2.85 BILLION

DALLAS – January 12, 2012—Energy Transfer Partners, L.P. (**NYSE:ETP**) today announced it has closed on its previously announced agreement with AmeriGas Partners, L.P. (NYSE:APU) to contribute its propane operations, consisting of Heritage Operating, L.P. and Titan Energy Partners, L.P., in exchange for approximately $2.85 billion.

Under the terms of the agreement, ETP received approximately $1.46 billion in cash and approximately $1.32 billion of APU common units. In addition, APU has agreed to assume approximately $71 million of existing Heritage debt.

ETP will own approximately 34% of the common units of APU and has committed to retain those units for at least one year. UGI Corporation, through subsidiaries, will remain as the general partner of APU and ETP will appoint 1 director to the APU general partner board of directors.

Energy Transfer Partners, L.P. (**NYSE:ETP**) is a publicly traded partnership owning and operating a diversified portfolio of energy assets. ETP has pipeline operations in Arizona, Arkansas, Colorado, Louisiana, New Mexico, Utah and West Virginia and owns the largest intrastate pipeline system in Texas. ETP currently has natural gas operations that include more than 17,500 miles of gathering and transportation pipelines, treating and processing assets, and three storage facilities located in Texas. ETP also holds a 70 percent interest in Lone Star NGL LLC, a joint venture that owns and operates NGL storage, fractionation and transportation assets in Texas, Louisiana and Mississippi. For more information, visit the Energy Transfer Partners, L.P. web site at www.energytransfer.com.

Energy Transfer Equity, L.P. (**NYSE:ETE**) is a publicly traded partnership, which owns the general partner and 100 percent of the incentive distribution rights (IDRs) of ETP and approximately 50.2 million ETP limited partner units; and owns the general partner and 100 percent of the IDRs of Regency Energy Partners LP and approximately 26.3 million Regency limited partner units. For more information, visit the Energy Transfer Equity, L.P. web site at www.energytransfer.com.

This press release may include certain statements concerning expectations for the future that are forward-looking statements as defined by federal law. Such forward-looking statements are subject to a variety of known and unknown risks, uncertainties, and other factors that are difficult to predict and many of which are beyond management's control. Among those is the risk that the anticipated benefits from the proposed transaction cannot be fully realized. An extensive list of factors that can affect future results are discussed in the Partnerships' Annual Reports on Form 10-K and other documents filed from time to time with the Securities and Exchange Commission. The Partnerships undertake no obligation to update or revise any forward-looking statement to reflect new information or events.

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

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