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

**SCHEDULE 13D/A
(Rule 13d-101)**

**Information to be Included in Statements Filed Pursuant to § 240.13d-1(a)
and Amendments Thereto Filed Pursuant to § 240.13d-2(a)**

Under the Securities Exchange Act of 1934

(Amendment No. 8)

ENERGY TRANSFER LP

(Name of Issuer)

Common Units
(Title of Class of Securities)

29273V100
(CUSIP Number)

Kelcy L. Warren
8111 Westchester Drive, Suite 600
Dallas, Texas 75225
(214) 981-0700
(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

October 19, 2018
(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§ 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See § 240.13d-7 for other parties to whom copies are to be sent.

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

1.	Name of reporting person: Kelcy L. Warren	
2.	Check the appropriate box if a member of group: (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3.	SEC use only:	
4.	Source of funds: OO	
5.	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e): <input type="checkbox"/>	
6.	Citizenship or place of organization: United States of America	
Number of Shares Beneficially Owned By Each Reporting Person With:	7.	Sole voting power: 237,445,961
	8.	Shared voting power: 929,459
	9.	Sole dispositive power: 237,445,961
	10.	Shared Dispositive Power: 929,459
11.	Aggregate amount beneficially owned by each reporting person: 237,445,961	
12.	Check if the aggregate amount in Row (11) excludes certain shares: <input type="checkbox"/>	
13.	Percent of class represented by amount in Row (11): 9.07%	
14.	Type of reporting person: IN	

1.	Name of reporting person: Kelcy Warren Partners, L.P.	
2.	Check the appropriate box if a member of group: (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3.	SEC use only:	
4.	Source of funds: OO	
5.	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e): <input type="checkbox"/>	
6.	Citizenship or place of organization: Texas	
Number of Shares Beneficially Owned By Each Reporting Person With:	7.	Sole voting power: 98,093,962
	8.	Shared voting power: 0
	9.	Sole dispositive power: 98,093,962
	10.	Shared Dispositive Power: 0
11.	Aggregate amount beneficially owned by each reporting person: 98,093,962	
12.	Check if the aggregate amount in Row (11) excludes certain shares: <input type="checkbox"/>	
13.	Percent of class represented by amount in Row (11): 3.75%	
14.	Type of reporting person: PN	

1.	Name of reporting person: Kelcy Warren Partners II, L.P.	
2.	Check the appropriate box if a member of group: (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3.	SEC use only:	
4.	Source of funds: OO	
5.	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e): <input type="checkbox"/>	
6.	Citizenship or place of organization: Texas	
Number of Shares Beneficially Owned By Each Reporting Person With:	7.	Sole voting power: 10,224,429
	8.	Shared voting power: 0
	9.	Sole dispositive power: 10,224,429
	10.	Shared Dispositive Power: 0
11.	Aggregate amount beneficially owned by each reporting person: 10,224,429	
12.	Check if the aggregate amount in Row (11) excludes certain shares: <input type="checkbox"/>	
13.	Percent of class represented by amount in Row (11): 0.39%	
14.	Type of reporting person: PN	

1.	Name of reporting person: Seven Bridges Holdings, LLC	
2.	Check the appropriate box if a member of group: (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3.	SEC use only:	
4.	Source of funds: OO	
5.	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e): <input type="checkbox"/>	
6.	Citizenship or place of organization: Texas	
Number of Shares Beneficially Owned By Each Reporting Person With:	7.	Sole voting power: 91,585,486
	8.	Shared voting power: 0
	9.	Sole dispositive power: 91,585,486
	10.	Shared Dispositive Power: 0
11.	Aggregate amount beneficially owned by each reporting person: 91,585,486	
12.	Check if the aggregate amount in Row (11) excludes certain shares: <input type="checkbox"/>	
13.	Percent of class represented by amount in Row (11): 3.50%	
14.	Type of reporting person: OO – limited liability company	

1. Name of reporting person: ET Company Ltd.	
2. Check the appropriate box if a member of group: (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3. SEC use only:	
4. Source of funds: OO	
5. Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e): <input type="checkbox"/>	
6. Citizenship or place of organization: Texas	
Number of Shares Beneficially Owned By Each Reporting Person With:	7. Sole voting power: 0
	8. Shared voting power: 656,766
	9. Sole dispositive power: 0
	10. Shared Dispositive Power: 656,766
11. Aggregate amount beneficially owned by each reporting person: 656,766	
12. Check if the aggregate amount in Row (11) excludes certain shares: <input type="checkbox"/>	
13. Percent of class represented by amount in Row (11): 0.03%	
14. Type of reporting person: PN	

1.	Name of reporting person: LE GP, LLC	
2.	Check the appropriate box if a member of group: (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3.	SEC use only:	
4.	Source of funds: OO	
5.	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e): <input type="checkbox"/>	
6.	Citizenship or place of organization: Delaware	
Number of Shares Beneficially Owned By Each Reporting Person With:	7.	Sole voting power: 0
	8.	Shared voting power: 601,076
	9.	Sole dispositive power: 0
	10.	Shared Dispositive Power: 601,076
11.	Aggregate amount beneficially owned by each reporting person: 601,076	
12.	Check if the aggregate amount in Row (11) excludes certain shares: <input type="checkbox"/>	
13.	Percent of class represented by amount in Row (11): 0.02%	
14.	Type of reporting person: OO – limited liability company	

SCHEDULE 13D

This Amendment No. 8 on Schedule 13D/A (“Amendment No. 8”) amends and supplements the statement on Schedule 13D filed with the United States Securities and Exchange Commission on May 17, 2007 (as amended to date, the “Schedule 13D”), relating to the common units representing limited partner interests (the “Common Units”) of Energy Transfer LP, a Delaware limited partnership (formerly, Energy Transfer Equity, L.P.) (the “Issuer”). Capitalized terms used herein without definition shall have the meaning set forth in the Schedule 13D.

Item 1. Security and Issuer

Item 1 is hereby amended and restated in its entirety as follows:

The class of equity securities to which this Schedule relates is the Common Units of the Issuer. The principal executive offices of the Issuer are located at 8111 Westchester Drive, Suite 600, Dallas, Texas 75225.

Item 2. Identity and Background

Item 2 is hereby amended and restated in its entirety as follows:

(a) Name of Persons Filing this Statement:

- (1) Kelcy L. Warren (“Mr. Warren”), an individual.
- (2) Kelcy Warren Partners, L.P., a Texas limited partnership (“Warren Partners”).
- (3) Kelcy Warren Partners II, L.P., a Texas limited partnership (“Warren Partners II”).
- (4) Seven Bridges Holdings, LLC, a Texas limited liability company (“Seven Bridges”).
- (5) ET Company, Ltd., a Texas limited partnership (“ET Company”).
- (6) LE GP, LLC, a Delaware limited partnership (“LE GP” and, together with Mr. Warren, Warren Partners, Warren Partners II, Seven Bridges and ET Company, collectively, the “Reporting Persons”).

Information concerning the executive officers and board of directors or managers of each of the Reporting Persons, as applicable (collectively, the “Listed Persons”), including name, business address, present principal occupation or employment, and citizenship is listed on the attached Schedule I, which is incorporated herein by reference.

(b) Principal Business Address and Principal Office Address of Reporting Persons:

- (1) The principal business address and principal office address of each of the Reporting Persons is 8111 Westchester Drive, Suite 600, Dallas, Texas 75225.

(c) Present Principal Occupation or Principal Business:

- (1) Mr. Warren’s principal occupation is Chief Executive Officer of the Issuer.
- (2) Warren Partners, Warren Partners II, Seven Bridges and ET Company were each formed to hold equity interests of the Issuer (including Common Units) and other investments beneficially owned by Mr. Warren.
- (3) LE GP was formed to serve as the general partner of the Issuer.

(d) None of the entities or persons identified in this Item 2 has, during the last five years, been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).

- (e) None of the entities or persons identified in this Item 2 has, during the last five years, been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violations with respect to such laws.
- (f) Mr. Warren is a citizen of the United States of America; LE GP is organized under the laws of the State of Delaware; ET Company, Seven Bridges, Warren Partners and Warren Partners II are organized under the laws of the State of Texas.

Item 3. Sources and Amount of Funds or Other Consideration

Item 3 is hereby amended by adding the following paragraph at the end thereof:

On October 19, 2018, the Issuer completed its acquisition (the "Merger") of Energy Transfer Partners, L.P., a Delaware limited partnership ("ETP"), pursuant to that certain Agreement and Plan of Merger, dated as of August 1, 2018 (the "Merger Agreement"), by and among the Issuer, LE GP, Streamline Merger Sub LLC, a Delaware limited liability company and a wholly owned subsidiary of the Partnership ("Merger Sub"), ETP and Energy Transfer Partners, L.L.C. ("ETP Managing GP"), a Delaware limited liability company and the general partner of Energy Transfer Partners GP, L.P. ("ETP GP"), a Delaware limited partnership and the general partner of ETP.

At the effective time of the Merger (the "Effective Time"), each common unit representing a limited partner interest in ETP (each, an "ETP Common Unit") issued and outstanding as of immediately prior to the Effective Time (other than any ETP Common Units owned by the Issuer and its subsidiaries) was converted into the right to receive 1.28 (the "Exchange Ratio") Common Units of the Issuer.

At the Effective Time, the 4,287,442 ETP Common Units directly owned by Mr. Warren automatically converted into the right to receive 5,487,928 Common Units in accordance with the terms of the Merger Agreement and for no additional consideration.

The above description of the Merger Agreement does not purport to be complete and is subject to, and qualified entirely by, the full text of the Merger Agreement, which is filed as Exhibit 1 hereto.

Item 4. Purpose of Transaction

Item 4 is hereby amended by adding the following paragraph at the end thereof:

Merger Consideration

The Reporting Persons acquired the Common Units issued in connection with the closing of the Merger pursuant to the terms of the Merger Agreement described in Item 3 above for investment purposes.

Class A Units

In connection with the closing of the Merger, the Issuer issued 647,745,099 Class A units representing limited partner interests in the Issuer (the "Class A Units") to LE GP. The Class A Units are entitled to vote together with the Common Units, as a single class, except as required by law. Additionally, without the approval of 66 2/3 % of the Class A Units, the Issuer may not take any action that disproportionately or materially adversely affects the rights, preferences or privileges of the Class A Units or amend the terms of the Class A Units. Additionally, for so long as Mr. Warren is an officer or a director of LE GP, upon the issuance by the Issuer of additional Common Units or any securities that have voting rights that are pari passu with the Common Units, the Issuer will issue to any holder of Class A Units additional Class A Units such that the holder maintains a voting interest in the Issuer that is identical to its voting interest in the Issuer prior to such issuance. The Class A Units are not entitled to distributions and otherwise have no economic attributes, except that the Class A Units in the aggregate are entitled to an aggregate \$100 distribution upon any liquidation, dissolution or winding up of the Issuer. The Class A Units are not convertible into, or exchangeable for, Common Units. Without the prior approval of a conflicts committee of the board of directors of LE GP, the Class A Units may not be transferred to any person or entity, other than to Mr. Warren, Ray C. Davis ("Mr. Davis") or to any trust, family partnership or family limited liability company the sole beneficiaries, partners or members of which are Mr. Warren, Mr. Davis or their respective relatives.

Nolan Estate

On April 11, 2018, Mr. Warren was qualified as the executor of the estate of John C. Nolan (the “decedent”). The estate currently holds 3,735,100 Common Units and in accordance with the Last Will and Testament of the decedent, Mr. Warren, as executor, has the power to direct the handling of such Common Units until such time as the estate has been settled. Mr. Warren expects to complete the settlement of the estate by the end of fiscal year 2019.

Item 5. Interest in Securities of the Issuer

Item 5 is hereby amended and restated in its entirety as follows:

- (a) Mr. Warren is the beneficial owner of 237,445,961 Common Units of the Issuer, representing 9.07% of the outstanding common units based on a total of 2,617,075,813 Common Units outstanding as of October 30, 2018.
- (b) Mr. Warren has the sole power to direct the voting and the disposition of all the Common Units he, Warren Partners, Warren Partners II and Seven Bridges hold.

ET Company is the record holder of 656,766 Common Units of the Issuer. The 328,383 Common Units included in Mr. Warren’s beneficial ownership total represent 50% of the 656,766 Common Units held of record by ET Company and represent the estimated pro rata interest of Mr. Warren in ET Company, including his interest in Three Dawaco, Inc., the general partner of ET Company. Mr. Warren and Mr. Davis share the power to direct the vote and the disposition of the common units held by ET Company.

LE GP holds 601,076 Common Units of the Issuer. The power to vote and dispose of such Common Units is held by the board of directors of LE GP, of which Mr. Warren is a member. Mr. Warren may be deemed to share such power with the board of directors of LE GP. Mr. Warren owns an 81.2% ownership interest in LE GP.

Mr. Warren’s wife, Amy Warren, holds 104,166 Common Units of the Issuer acquired as her separate property. Mr. Warren may be deemed to share the power to vote and dispose of such Common Units with Mrs. Warren but such Common Units are not included in Mr. Warren’s beneficial ownership total.

Mr. Warren is the executor of the estate of the decedent, pursuant to which Mr. Warren has the power to direct the handling of 3,735,100 Common Units in accordance with the Last Will and Testament of the decedent. Mr. Warren may be deemed to hold the power to vote and direct the handling of such Common Units but such Common Units are not included in Mr. Warren’s beneficial ownership total.

- (c) Except for the transactions described herein, none of the Reporting Persons or the Listed Persons has effected any transaction in Common Units during the past 60 days.
- (d) None.
- (e) Not applicable.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer.

Item 6 is hereby amended and supplemented by inserting the following:

On October 19, 2018, pursuant to the terms of the Merger Agreement, LE GP, as the general partner of the Issuer and on behalf of the limited partners of the Issuer, executed Amendment No. 6 to the Third Amended and Restated Agreement of Limited Partnership of the Issuer (the “LPA Amendment”), which became effective as of the Effective Time. The LPA Amendment, among other things, establishes the Class A Units and reflects the issuance of the Class A Units to LE GP.

The above description of the LPA Amendment does not purport to be complete and is subject to, and qualified entirely by, the full text of the LPA Amendment, which is filed as Exhibit 2 hereto.

Items 3 and 4 above summarize certain provisions of the Merger Agreement and are incorporated herein by reference. A copy of the Merger Agreement is filed as Exhibit 1 hereto, and is incorporated herein by reference.

Except as set forth herein, none of the Reporting Persons or Listed Persons has any contracts, arrangements, understandings or relationships (legal or otherwise) with any person with respect to any securities of the Issuer, including but not limited to any contracts, arrangements, understandings or relationships concerning the transfer or voting of such securities, finder's fees, joint ventures, loan or option arrangements, puts or calls, guarantees of profits, division of profits or losses, or the giving or withholding of proxies.

Item 7. Materials to be Filed as Exhibits

Item 7 of the Schedule 13D is amended and supplemented as follows:

<u>Exhibit Number</u>	<u>Description</u>
Exhibit 1	Agreement and Plan of Merger, dated as of August 1, 2018, by and among LE GP, LLC, Energy Transfer Equity, L.P., Streamline Merger Sub, LLC, Energy Transfer Partners, L.P. and Energy Transfer Partners, L.L.C. (incorporated by reference to the Current Report on Form 8-K of the Issuer filed with the Securities and Exchange Commission on August 3, 2018).
Exhibit 2	Amendment No. 6 to the Third Amended and Restated Agreement of Limited Partnership of Energy Transfer Equity, L.P., dated as of October 19, 2018.

SIGNATURES

After reasonable inquiry and to the best of their knowledge and belief, the undersigned certify that the information set forth in this statement is true, complete and correct.

October 31, 2018

KELCY L. WARREN

By: /s/ Sonia Aubé, Attorney-in-Fact

LE GP, LLC

By: /s/ Sonia Aubé

Name: Sonia Aubé

Title: Vice President – Administration and Assistant Secretary

KELCY WARREN PARTNERS, L.P.

By: /s/ Sonia Aubé, Attorney-in-Fact

KELCY WARREN PARTNERS II, LP

By: /s/ Sonia Aubé, Attorney-in-Fact

ET COMPANY LTD.

By: /s/ Sonia Aubé, Attorney-in-Fact

SEVEN BRIDGES HOLDINGS, LLC

By: /s/ Sonia Aubé, Attorney-in-Fact

Schedule I

Listed Persons
(As of October 31, 2018)

LE GP, LLC

<u>Name and Business Address</u>	<u>Capacity in Which Serves LE GP</u>	<u>Principal Occupation</u>
Kelcy L. Warren 8111 Westchester Drive, Suite 600 Dallas, TX 75225	Chief Executive Officer, Director and Chairman of the Board	Chief Executive Officer, Director and Chairman of the Board of LE GP, LLC
Thomas E. Long 8111 Westchester Drive, Suite 600 Dallas, TX 75225	Chief Financial Officer	Chief Financial Officer of LE GP, LLC and Chief Financial Officer of Energy Transfer Partners, L.L.C.
Marshall S. McCrea, III 8111 Westchester Drive, Suite 600 Dallas, TX 75225	President, Chief Commercial Officer and Director	President and Chief Commercial Officer of LE GP, LLC
John W. McReynolds 8111 Westchester Drive, Suite 600 Dallas, TX 75225	Director	Special Advisor to Energy Transfer LP
Matthew S. Ramsey 8111 Westchester Drive, Suite 600 Dallas, TX 75225	Director and Chief Operating Officer	Chief Operating Officer of LE GP, LLC.
Thomas P. Mason 8111 Westchester Drive, Suite 600 Dallas, TX 75225	Executive Vice President, General Counsel & President – LNG	Executive Vice President, General Counsel & President – LNG of LE GP, LLC
A. Troy Sturrock 8111 Westchester Drive, Suite 600 Dallas, TX 75225	Senior Vice President & Treasurer	Senior Vice President & Treasurer of LE GP, LLC
Bradford D. Whitehurst 8111 Westchester Drive, Suite 600 Dallas, TX 75225	Executive Vice President – Head of Tax	Executive Vice President – Head of Tax of LE GP, LLC
Steven R. Anderson 8111 Westchester Drive, Suite 600 Dallas, TX 75225	Director	Private Investor
Richard D. Brannon 8111 Westchester Drive, Suite 600 Dallas, TX 75225	Director	Chief Executive Officer of CH4 Energy II, III, IV, V and VI
Michael K. Grimm 8111 Westchester Drive, Suite 600 Dallas, TX 75225	Director	President and Chief Executive Officer of Rising Star Energy, L.L.C.

AMENDMENT NO. 6
TO
THIRD AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP
OF
ENERGY TRANSFER EQUITY, L.P.

This Amendment No. 6 (this "Amendment") to the Third Amended and Restated Agreement of Limited Partnership of Energy Transfer Equity, L.P., a Delaware limited partnership (the "Partnership"), dated as of February 8, 2006 (as amended, the "Partnership Agreement"), is entered into effective as of October 19, 2018 by LE GP, LLC, a Delaware limited liability company (the "General Partner"), as the general partner of the Partnership, on behalf of itself and the Limited Partners of the Partnership. Capitalized terms used but not defined herein are used as defined in the Partnership Agreement.

RECITALS

WHEREAS, Section 5.8 of the Partnership Agreement provides that the General Partner, without the approval of any Limited Partner except as otherwise provided in the Partnership Agreement, may, for any Partnership purpose, at any time or from time to time, issue additional Partnership Securities to such Persons for such consideration and on such terms and conditions as the General Partner shall determine in its sole discretion;

WHEREAS, Section 13.1(g) of the Partnership Agreement provides that the General Partner, without the approval of any Partner, may amend any provision of the Partnership Agreement to reflect an amendment that the General Partner determines is necessary or appropriate in connection with the authorization of issuance of any class or series of Partnership Securities pursuant to Section 5.8 of the Partnership Agreement;

WHEREAS, Section 13.1(d)(i) of the Partnership Agreement provides that the General Partner, without the approval of any Partner, may amend any provision of the Partnership Agreement to reflect a change that the General Partner determines does not adversely affect the Limited Partners (including any particular class of Partnership Interests as compared to other classes of Partnership Interests) in any material respect;

WHEREAS, Section 13.2 of the Partnership Agreement provides that no amendment of the definition of "Conflicts Committee" shall be effective without first obtaining Special Approval;

WHEREAS, it is proposed that, in connection with that certain Agreement and Plan of Merger (the "Merger Agreement"), dated as of August 1, 2018, by and among the Partnership, the General Partner, Streamline Merger Sub, LLC, a Delaware limited liability company and a wholly owned subsidiary of the Partnership ("Merger Sub"), Energy Transfer Partners, L.P., a Delaware limited partnership ("ETP"), and Energy Transfer Partners, L.L.C., a Delaware limited liability company and the general partner of the general partner of ETP ("ETP LLC"), pursuant to which Merger Sub will merge with and into ETP, with ETP surviving (the "Merger"), and in partial consideration for the waiver of the General Partner's preemptive right under Section 5.9 of the Partnership Agreement with respect to the Common Units to be issued in connection with the Merger, the Partnership will issue Class A Units to the General Partner;

WHEREAS, the Conflicts Committee of the Board of Directors of the General Partner (the "*Board*"), by unanimous vote, in good faith, (a) approved the Merger and the other transactions contemplated by the Merger Agreement, including the issuance of the Class A Units, and (b) resolved to recommend to the Board the approval of the Merger and the issuance of the Class A Units;

WHEREAS, the foregoing approval of the Merger and the issuance of the Class A Units by the Conflicts Committee constitutes Special Approval for all purposes under the Partnership Agreement, including but not limited to Section 7.9 thereof;

WHEREAS, the Audit and Conflicts Committee (as defined in the Amended and Restated Limited Liability Company Agreement of LE GP, LLC, dated as of May 7, 2007 (as amended to date, the "*Company Agreement*")), in good faith, (a) approved the Merger and the other transactions contemplated by the Merger Agreement, including the issuance of the Class A Units, and (b) resolved to recommend to the Board the approval of the Merger and the issuance of the Class A Units;

WHEREAS, the foregoing approval of the Merger and the issuance of the Class A Units by the Audit and Conflicts Committee constitutes Special Approval (as defined in the Company Agreement) for all purposes under the Company Agreement;

WHEREAS, the Board, for and on behalf of the General Partner, acting in its individual capacity and in its capacity as general partner of the Partnership, has determined that the Merger and the other transactions contemplated by the Merger Agreement, including the issuance of the Class A Units, is in the best interests of the Partnership and the unaffiliated holders of Common Units, and has approved the Merger and the issuance of the Class A Units;

WHEREAS, the issuance of the Class A Units complies with the requirements of the Partnership Agreement;

WHEREAS, the General Partner has determined, pursuant to Section 13.1(g) of the Partnership Agreement, that the amendments to the Partnership Agreement set forth herein are necessary or appropriate in connection with the authorization of issuance of the Class A Units; and

WHEREAS, the General Partner has determined, pursuant to Section 13.1(d)(i) of the Partnership Agreement, that, if and to the extent any amendments set forth herein are not necessary or appropriate in connection with the authorization of the issuance of the Class A Units, such amendments to the Partnership Agreement set forth herein do not adversely affect the Limited Partners (including any particular class of Partnership Interests as compared to other classes of Partnership Interests) in any material respect; and

WHEREAS, the Conflicts Committee has evaluated the proposed amendments to the definition of "Conflicts Committee" set forth herein and determined that such amendments are advisable, fair and reasonable to the Partnership and in the best interests of the Partnership and its unitholders other than the General Partner and its Affiliates and (ii) approved such amendments, with such approval intended to constitute Special Approval.

NOW, THEREFORE, the Partnership Agreement is hereby amended as follows:

Section 1. Amendments.

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

“*Adjusted Capital Account*” means, with respect to any Partner, the balance in such Partner’s Capital Account at the end of each taxable period of the Partnership after giving effect to the following adjustments:

(i) credit to such Capital Account any amounts which such Partner is (x) obligated to restore under the standards set by Treasury Regulation Section 1.704-1(b)(2)(ii)(c) or (y) deemed obligated to restore pursuant to the penultimate sentences of Treasury Regulation Sections 1.704-2(g)(1) and 1.704-2(i)(5); and

(ii) debit to such Capital Account the items described in Treasury Regulation Sections 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5) and 1.704-1(b)(2)(ii)(d)(6).

The foregoing definition of Adjusted Capital Account is intended to comply with the provisions of Treasury Regulation Section 1.701-1(b)(2)(ii)(d) and shall be interpreted consistently therewith. The “Adjusted Capital Account” of a Partner in respect of any Partnership Interest (other than a Class A Unit) shall be the amount that such Adjusted Capital Account would be if such Partnership Interest were the only interest in the Partnership held by such Partner from and after the date on which such Partnership Interest were first issued.

“*Capital Account*” means the capital account maintained for a Partner (other than with respect to a Class A Unit) pursuant to Section 5.6. The “*Capital Account*” of a Partner in respect of a General Partner Interest, a Common Unit or any other Partnership Interest (other than a Class A Unit) shall be the amount that such Capital Account would be if such General Partner Interest, Common Unit or other Partnership Interest were the only interest in the Partnership held by a Partner from and after the date on which such General Partner Interest, Common Unit or other Partnership Interest was first issued.

“*Class A Unit*” means a Partnership Security representing a fractional part of the Partnership Interests, and having the rights and obligations specified with respect to Class A Units in this Agreement.

“*Class A Unitholders*” means the holder or holders of the Class A Units.

“*Common Voting Security*” means any Partnership Security with voting rights that are *pari passu* with the Common Units, including without limitation the Class A Units.

“*Conflicts Committee*” means a committee of the Board of Directors of the General Partner composed entirely of one or more directors who are not (a) security holders, officers or employees of the General Partner, (b) officers, directors or employees of any Affiliate of the General Partner (other than members of the MLP GP Board so long as the Partnership directly or indirectly owns all of the outstanding equity interests in the MLP other than non-participating, non-convertible preferred securities of the MLP) or (c) holders of any ownership interest in the Partnership other than Common Units, and who also meet the independence standards required to serve on an audit committee of a board of directors established by the Securities Exchange Act and the rules and regulations of the Commission thereunder by the National Securities Exchange on which the Common Units are listed or admitted for trading.

“*Limited Partner Interest*” means the ownership interest of a Limited Partner or Assignee in the Partnership, which may be evidenced by Common Units, Class A Units or other Partnership Securities or a combination thereof or interest therein, and includes any and all benefits to which such Limited Partner or Assignee is entitled as provided in this Agreement, together with all obligations of such Limited Partner or Assignee to comply with the terms and provisions of this Agreement.

“*MLP*” means Energy Transfer Operating, L.P., or any successor thereto.

“*MLP GP Board*” means the board of directors or board of managers of the general partner of the MLP, or, if the general partner of the MLP is a limited partnership, the board of directors or board of managers of the general partner of the general partner of the MLP.

“*Partnership*” means Energy Transfer LP, a Delaware limited partnership.

“*Partnership Security*” means any class or series of equity interest in the Partnership (but excluding any options, rights, warrants and appreciation rights relating to an equity interest in the Partnership) and General Partner Units and any General Partner Interest represented thereby, including without limitation, Common Units and Class A Units.

“*Percentage Interest*” means, as of any date of determination, (a) as to the General Partner, the amount of its aggregate Capital Contributions to the Partnership divided by the aggregate Capital Contributions made to the Partnership by all Partners, (b) as to any Unitholder holding Units, the product obtained by multiplying (i) 100% less the percentage applicable to paragraphs (a) and (c) by (ii) the quotient obtained by dividing (A) the number of Units held by such Unitholder by (B) the total number of all Outstanding Units, and (c) as to the holders of additional Partnership Securities issued by the Partnership in accordance with Section 5.8, the percentage established as a part of such issuance. The Percentage Interest with respect to a Class A Unit shall at all times be zero.

“*Unit*” means a Partnership Security that is designated as a “Unit” and shall include Common Units but shall not include General Partner Units (or the General Partner Interest represented thereby) or Class A Units.

“*Unitholders*” means the holders of Units and shall not include the Class A Unitholders.

Section 1.1 of the Partnership Agreement is hereby further amended to add the following sentence to the end of the definition of “Common Unit”:

“The term “Common Unit” shall not include a Class A Unit.”

(b) Section 2.2 of the Partnership Agreement is hereby amended and restated as follows:

Section 2.2 Name.

The name of the Partnership shall be “Energy Transfer LP”. The Partnership’s business may be conducted under any other name or names as determined by the General Partner, including the name of the General Partner. The words “Limited Partnership,” “LP,” “Ltd.” or similar words or letters shall be included in the Partnership’s name where necessary for the purpose of complying with the laws of any jurisdiction that so requires. The General Partner may change the name of the Partnership at any time and from time to time and shall notify the Limited Partners of such change in the next regular communication to the Limited Partners.

(c) Article V of the Partnership Agreement is hereby amended to add a new Section 5.16 creating a new class of Partnership Securities as follows:

“Section 5.16 Establishment of Class A Units.

(a) *General.* The General Partner hereby designates and creates a class of Partnership Securities to be designated as “Class A Units,” and fixes the designations, preferences and relative, participating, optional or other special rights, powers, duties and obligations of holders of the Class A Units as set forth in this Section 5.16. Upon their issuance, the Class A Units will be fully paid.

(b) *Rights of Class A Units.* The Class A Units shall have the following rights, preferences and privileges and shall be subject to the following duties and obligations:

(i) *Voting Rights.* Except as may be required by law, the Class A Units will be entitled to vote together as a single class with the Common Units on any matter for which the holders of Common Units are entitled to vote. Each reference in this Agreement to a vote of holders of Common Units shall be deemed to include the Class A Units. Each Class A Unit shall be entitled to one vote.

(ii) *Economic Interests.* The Class A Units shall represent Limited Partner Interests in the Partnership, and shall not be entitled to any distributions from the Partnership, except that, upon any liquidation, dissolution or winding up of the Partnership, the Class A Units in the aggregate shall be entitled to an aggregate distribution of \$100 prior and in preference to any distribution of any assets of the Partnership to the holders of any other class or series of Partnership Securities. For the avoidance of doubt, each Class A Unitholder shall receive its pro rata share of such \$100 based on the number of Class A Units outstanding at the time of any such liquidation, winding up or dissolution.

(iii) *Certificates; Book-Entry.* Unless the General Partner shall determine otherwise, the Class A Units shall not be evidenced by certificates. Any certificates relating to the Class A Units that may be issued shall be in such form as the General

Partner may approve. Any certificates evidencing Class A Units shall be separately identified and shall not bear the same CUSIP number as the certificates evidencing Common Units.

(iv) *Limitations on Transfer.* No Class A Unit may, directly or indirectly, be transferred, sold, assigned, pledged or otherwise alienated by the General Partner (or indirectly by any member of LE GP, LLC) or any subsequent transferee, without the prior approval of the Conflicts Committee, other than to Kelcy Warren, Ray Davis or to any trust, family partnership or family limited liability company, the sole beneficiaries, partners or members of which are Kelcy Warren, Ray Davis or their respective relatives. Any transfer or purported transfer of Class A Units not made in accordance with this Section 5.16(b)(iv) shall be null and void.

(v) *Registrar and Transfer Agent.* The General Partner will act as the registrar and transfer agent for the Class A Units.

(vi) *Splits and Combinations.* For so long as any Class A Units are Outstanding, to the extent that the Partnership (A) makes a distribution on its Common Units or other Common Voting Security in Common Units or other Common Voting Security, (B) subdivides or splits its Common Units or other Common Voting Securities into a greater number of Common Units or other Common Voting Securities, or (C) combines or reclassifies its Common Units or other Common Voting Securities into a smaller number of Common Units or other Common Voting Securities, then the number of Class A Units shall be proportionally adjusted, and if necessary, additional Class A Units shall be issued to the Class A Unitholders, such that the number of Class A Units issued immediately after such distribution, subdivision, split, combination or reclassification shall represent the same voting interest as such Class A Units represented immediately prior to such distribution, subdivision, split, combination or reclassification.

(vii) *Class A Unit Issuances.*

(A) *Initial Issuance.* Effective on the date of this Amendment, the Partnership has issued 647,745,099 Class A Units to LE GP, LLC.

(B) *Future Issuances.* For so long as Kelcy Warren is an officer or director of the General Partner, if the Partnership issues any additional Common Units or any other Common Voting Security, the Partnership shall automatically issue, for no additional consideration, an additional number of Class A Units to the Class A Unitholders (and if more than one Class A Unitholder exists at such time, pro rata in accordance with their respective Class A Unit ownership at such time), necessary for each Class A Unitholder to maintain a voting interest with respect to such Class A Units that the Class A Units represent in relation to the aggregate voting interest of the Common Units and other Common Voting Securities immediately prior to such Common Unit or other Common Voting Security issuance. The provisions of this Section 5.16(b)(iv)(B) shall terminate at such time as Kelcy L. Warren ceases to be an officer or director of the General Partner; *provided*, that for the avoidance of doubt, all Class A Units Outstanding at such time shall be unchanged and remain outstanding.

(C) Except as set forth in this Section 5.16(b)(vii), there shall be no other issuances by the Partnership of Class A Units.

(viii) *Allocations.* The Class A Units shall not be entitled to receive any (1) allocations of Net Income pursuant to Section 6.1(a), (2) allocations of Net Losses pursuant to Section 6.1(b), (3) allocations of Net Termination Gains or Losses pursuant to Section 6.1(c), (4) special allocations pursuant to Section 6.1(d) or (5) allocations for tax purposes pursuant to Section 6.2. Allocations pursuant to Sections 6.1(a), 6.1(b), 6.1(c), 6.1(d) and 6.2 shall be made consistent with the facts that the Class A Units are not Units, and that the Class A Unitholders are not Unitholders and, therefore have no Percentage Interests with respect to their Class A Units.

(d) Section 13.3 of the Partnership Agreement is hereby amended to add the following new clause (f):

“(f) Notwithstanding anything to the contrary herein, without the approval of the holders of 66 2/3% of the Class A Units, the Partnership may not take any action that disproportionately or materially adversely affects the rights, preferences or privileges of the Class A Units or amend the terms of the Class A Units.”

Section 2. Ratification of Partnership Agreement. Except as expressly modified and amended herein, all of the terms and conditions of the Partnership Agreement shall remain in full force and effect.

Section 3. Governing Law. This Amendment will be governed by and construed in accordance with the laws of the State of Delaware.

Section 4. Counterparts. This Amendment may be executed in counterparts, all of which together shall constitute an agreement binding on all the parties hereto, notwithstanding that all such parties are not signatories to the original or the same counterpart.

Section 5. Severability. If any provision of this Amendment is or becomes invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof, or of such provision in other respects, shall not be affected thereby.

[Signature Page Follows.]

IN WITNESS WHEREOF, this Amendment has been executed as of the date first written above.

GENERAL PARTNER:

LE GP, LLC

By: /s/ John W. McReynolds

John W. McReynolds
President

LIMITED PARTNERS:

All Limited Partners now and hereafter admitted as limited partners of the Partnership, pursuant to the Powers of Attorney now and hereafter executed in favor of, and granted and delivered to, the General Partner.

By: LE GP, LLC, General Partner of Energy Transfer Equity, L.P., as attorney-in-fact for all Limited Partners pursuant to the Powers of Attorney granted pursuant to Section 2.6 of the Partnership Agreement.

By: /s/ John W. McReynolds

John W. McReynolds
President

SIGNATURE PAGE TO
AMENDMENT NO. 6 TO
THIRD AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP OF
ENERGY TRANSFER EQUITY, L.P.