

Energy Transfer Partners, L.P.  
Form S-4  
February 26, 2015  
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As filed with the Securities and Exchange Commission on February 26, 2015

Registration No. 333-

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

FORM S-4  
REGISTRATION STATEMENT  
*UNDER*  
*THE SECURITIES ACT OF 1933*

**ENERGY TRANSFER PARTNERS, L.P.**  
(Exact Name of Registrant as Specified in its Charter)

Delaware  
(State or other jurisdiction of  
Incorporation or Organization)

4922  
(Primary Standard Industrial  
Classification Code Number)

73-1493906  
(I.R.S. Employer  
Identification Number)

**3738 Oak Lawn Avenue**

**Dallas, Texas 75219**

**(214) 981-0700**

**(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)**

**Thomas P. Mason**

**Senior Vice President, General Counsel and Secretary**

**Energy Transfer Partners, L.P.**

**3738 Oak Lawn Avenue**

**Dallas, Texas 75219**

**(214) 981-0700**

**(Name, address, including zip code, and telephone number, including area code, of agent for service)**

*Copies to:*

**William N. Finnegan IV**

**Todd Carpenter**

**Neel Lemon**

**Ryan J. Maierson**

**Senior Vice President and General  
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**2001 Bryan Street, Suite 3700**

**Baker Botts L.L.P.**

**Latham & Watkins LLP**

**Dallas, Texas 75201**

**2001 Ross Avenue**

**811 Main Street, Suite 3700**

**(214) 750-1771**

**Dallas, Texas 75201**

**Houston, Texas 77002**

**(214) 954-6500**

**(713) 546-5400**

**Approximate date of commencement of proposed sale of the securities to the public:** As soon as practicable after the effectiveness of this registration statement and the satisfaction or waiver of all other conditions to the closing of the merger described herein.

If the securities being registered on this form are being offered in connection with the formation of a holding company and there is compliance with General Instruction G, check the following box. "

If this form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. "

If this form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. "

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

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

### CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities to be Registered	Amount to be Registered(1)	Proposed Maximum Offering Price per Unit	Proposed Maximum(2) Aggregate Offering Price	Amount of Registration Fee
Common Units representing limited partner interests	173,279,267	N/A	\$10,101,881,197	\$1,173,839

- (1) Represents the maximum number of common units of Energy Transfer Partners, L.P. ( ETP ) estimated to be issuable upon the completion of the merger described herein.
- (2) The proposed maximum aggregate offering price of the ETP common units was calculated based upon the market value of common units of Regency Energy Partners LP ( Regency ) (the securities to be cancelled in the merger) in accordance with Rules 457(c) and 457(f) under the Securities Act as follows: the product of (i) \$24.02, the average of the high and low prices per Regency common unit as reported on the New York Stock Exchange on February 24, 2015 and (ii) 420,648,811, the estimated maximum number of Regency common units that may be exchanged for the merger consideration, including units reserved for issuance (on a net exercise basis, as applicable) under outstanding Regency equity awards.

**The Registrant hereby amends this Registration Statement on such date or dates as may be necessary to delay its effective date until the Registrant shall file a further amendment which specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933 or until the Registration Statement shall become effective on such date as the Commission, acting pursuant to said Section 8(a), may determine.**

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**The information in this document is not complete and may be changed. Energy Transfer Partners, L.P. may not issue the securities described herein until the registration statement filed with the Securities and Exchange Commission is effective. This document is not an offer to sell these securities and is not soliciting an offer to buy these securities in any jurisdiction where the offer or sale is not permitted.**

**SUBJECT TO COMPLETION DATED FEBRUARY 26, 2015**

**MERGER PROPOSAL YOUR VOTE IS VERY IMPORTANT**

, 2015

Dear Unitholders:

On January 25, 2015, Energy Transfer Partners, L.P. ( ETP ) and Regency Energy Partners LP ( Regency ) entered into a merger agreement, as amended on February 18, 2015 (as so amended, the merger agreement ), pursuant to which Regency will merge with Rendezvous I LLC, a wholly owned subsidiary of ETP, with Regency continuing as the surviving entity and becoming a wholly owned subsidiary of ETP (the merger ). Concurrently with the merger, ETE GP Acquirer LLC ( ETE Acquirer ), the indirect owner of Regency GP LP, the general partner of Regency ( Regency GP ), will merge with Rendezvous II LLC, a wholly owned subsidiary of ETP, with ETE Acquirer continuing as the surviving entity and becoming a wholly owned subsidiary of ETP (the GP merger and, together with the merger, the mergers ).

The board of directors (the Regency Board ) of Regency GP LLC, the general partner of Regency GP, approved and agreed to submit the merger to a vote of Regency unitholders following the recommendation of the conflicts committee of the Regency Board (the Regency Conflicts Committee ). The Regency Board and the Regency Conflicts Committee have determined that the merger agreement and the merger are fair and reasonable and in the best interests of Regency and its unaffiliated unitholders, and have approved the merger agreement and the merger.

Under the terms of the merger agreement, holders of Regency common units will receive, for each Regency common unit held, 0.4066 common units of ETP ( ETP common units ) and an additional number of ETP common units determined by dividing \$0.32 by the lesser of (i) the volume weighted average price of ETP common units on the New York Stock Exchange (the NYSE ) for the five trading days ending on the third trading day immediately preceding the effective time of the merger and (ii) the closing price of the ETP common units on the NYSE on the third trading day immediately preceding the effective time of the merger, rounded to the nearest ten thousandth of a unit. Further, each Class F common unit of Regency (the Class F units ) will be deemed to convert automatically into Regency common units on a one-for-one basis immediately prior to the effective time of the merger and holders thereof will receive the same merger consideration as the holders of Regency common units. Holders of Regency's Series A Cumulative Convertible Preferred Units (the Series A units ) will receive an equal number of ETP preferred units with the same preferences, privileges, powers, duties and obligations that such Regency Series A units had immediately prior to the closing of the merger.

The consideration to be received by holders of Regency common units and Class F units is valued at \$26.89 per unit based on the closing price of ETP common units as of January 23, 2015, the last trading day before the public

announcement of the merger, representing a 13.2% premium to the closing price of Regency's common units of \$23.75 on January 23, 2015, and a 15.3% premium to the volume weighted average closing price of Regency's common units for the three trading days ended January 23, 2015. The consideration is valued at \$\_\_\_\_\_ per unit based on ETP's closing price as of \_\_\_\_\_, 2015, the most recent practicable trading day prior to the date of this proxy statement/prospectus, representing a \_\_\_\_\_% premium to the closing price of Regency's common units of \$\_\_\_\_\_ on \_\_\_\_\_, 2015, and a \_\_\_\_\_% premium to the volume weighted average closing price of Regency's common units for the three trading days ended \_\_\_\_\_, 2015.

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Immediately following completion of the merger, it is expected that Regency unitholders will own approximately % of the outstanding common units of ETP, based on the number of common units of ETP outstanding, on a fully diluted basis, as of , 2015. The common units of ETP and Regency are traded on the New York Stock Exchange under the symbols ETP and RGP, respectively.

Regency is holding a special meeting of its unitholders at , on , 2015 at a.m., to obtain the vote of its unitholders to adopt the merger agreement and the transactions contemplated thereby. **Your vote is very important regardless of the number of units in Regency you own.** The merger cannot be completed unless the holders of at least a majority of the outstanding Regency common units, Class F units and Series A units, voting together as a single class, vote for the adoption of the merger agreement and transactions contemplated thereby at the special meeting. **The Regency Conflicts Committee and the Regency Board recommend that Regency unitholders vote FOR the adoption of the merger agreement and the transactions contemplated thereby and FOR the adjournment of the special meeting, if necessary to solicit additional proxies if there are not sufficient votes to adopt the merger agreement at the time of the special meeting, and the Regency Board recommends that Regency unitholders vote FOR the advisory compensation proposal.** Whether or not you expect to attend the special meeting in person, we urge you to submit your proxy as promptly as possible through one of the delivery methods described in the accompanying proxy statement/prospectus. Pursuant to the merger agreement, Energy Transfer Equity, L.P. ( ETE ), which indirectly owns all of the incentive distribution rights and general partner interests in each of ETP and Regency, and ETP have agreed to vote all of the limited partner interests in Regency owned beneficially or of record by ETE, ETP or their respective subsidiaries in favor of approval of the merger and the approval of any actions required in furtherance thereof.

**In addition, we urge you to read carefully the accompanying proxy statement/prospectus (and the documents incorporated by reference into the accompanying proxy statement/prospectus), which includes important information about the merger agreement, the proposed mergers and the special meeting. Please pay particular attention to the section titled Risk Factors beginning on page 31 of the accompanying proxy statement/prospectus.**

On behalf of the Regency Board, we thank you for your continued support.

**Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of the securities to be issued under the accompanying proxy statement/prospectus or determined that the accompanying proxy statement/prospectus is accurate or complete. Any representation to the contrary is a criminal offense.**

The accompanying proxy statement/prospectus is dated , 2015 and is first being mailed to the unitholders of Regency on or about , 2015.

Sincerely,

Michael J. Bradley

*President and Chief Executive Officer of Regency GP*

*LLC on behalf of Regency Energy Partners LP*

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2001 Bryan Street, Suite 3700

Dallas, Texas 75201

**NOTICE OF SPECIAL MEETING OF UNITHOLDERS**

**TO BE HELD ON \_\_\_\_\_, 2015**

To the Unitholders of Regency Energy Partners LP:

Notice is hereby given that a special meeting of unitholders of Regency Energy Partners LP ( Regency ), will be held at \_\_\_\_\_, on \_\_\_\_\_, 2015 at \_\_\_\_\_ a.m. solely for the following purposes:

*Merger proposal:* To consider and vote on a proposal to adopt the Agreement and Plan of Merger, dated as of January 25, 2015, as amended by Amendment No. 1 thereto (the amendment ), dated as of February 18, 2015 (as so amended and as may be further amended from time to time, the merger agreement ), by and among Energy Transfer Partners, L.P. ( ETP ), Energy Transfer Partners GP, L.P., the general partner of ETP ( ETP GP ), Rendezvous I LLC, Rendezvous II LLC, Regency, Regency GP LP, the general partner of Regency ( Regency GP ), ETE GP Acquirer LLC ( ETE Acquirer ) and, solely for purposes of certain provisions therein, Energy Transfer Equity, L.P. ( ETE ), a composite copy of which, incorporating the amendment into the text of the initial agreement, is attached as Annex A to the proxy statement/prospectus accompanying this notice, and the transactions contemplated thereby;

*Adjournment proposal:* To consider and vote on a proposal to approve the adjournment of the special meeting, if necessary to solicit additional proxies if there are not sufficient votes to adopt the merger agreement at the time of the special meeting; and

*Advisory compensation proposal:* To consider and vote on a proposal to approve, on an advisory (non-binding) basis, the payments that will or may be paid by Regency to its named executive officers in connection with the merger.

These items of business, including the merger agreement and the proposed merger, are described in detail in the accompanying proxy statement/prospectus. **The board of directors of Regency GP LLC, the general partner of Regency GP, and the conflicts committee of the board of directors of Regency GP LLC have determined that the merger agreement and the transactions contemplated thereby, including the merger, are fair and reasonable and in the best interests of Regency and its unaffiliated unitholders and recommend that Regency unitholders vote FOR the proposal to adopt the merger agreement and the transactions contemplated thereby and FOR the adjournment of the special meeting, if necessary to solicit additional proxies in favor of such adoption, and the board of directors of Regency GP LLC recommends that Regency unitholders vote FOR the advisory compensation proposal.**



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Only unitholders of record as of the close of business on \_\_\_\_\_, 2015 are entitled to notice of the special meeting and to vote at the special meeting or at any adjournment or postponement thereof. A list of unitholders entitled to vote at the special meeting will be available in our offices located at 2001 Bryan Street, Suite 3700, Dallas, Texas 75201 during regular business hours for a period of ten days before the special meeting, and at the place of the special meeting during the meeting. Pursuant to the merger agreement, ETE and ETP have agreed to vote all of the limited partner interests in Regency owned beneficially or of record by ETE, ETP or their respective subsidiaries in favor of approval of the merger and the approval of any actions required in furtherance

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thereof, which includes the merger proposal and, if necessary, the adjournment proposal. As of \_\_\_\_\_, 2015, ETE, ETP and their respective subsidiaries collectively held \_\_\_\_\_ Regency common units and \_\_\_\_\_ Class F units, representing approximately \_\_\_\_\_ % of the Regency units entitled to vote at the special meeting.

Adoption of the merger agreement and the transactions contemplated thereby by the Regency unitholders is a condition to the consummation of the merger and requires the affirmative vote of holders of at least a majority of the outstanding Regency common units, Class F units and Series A Cumulative Convertible Preferred Units, voting together as a single class. Therefore, your vote is very important. **Your failure to vote your units will have the same effect as a vote AGAINST the adoption of the merger agreement and the transactions contemplated thereby.**

By order of the board of directors,

Todd Carpenter

Senior Vice President and General Counsel

Dallas, Texas

, 2015

**YOUR VOTE IS IMPORTANT!**

**WHETHER OR NOT YOU EXPECT TO ATTEND THE SPECIAL MEETING IN PERSON, WE URGE YOU TO SUBMIT YOUR PROXY AS PROMPTLY AS POSSIBLE (1) BY TELEPHONE, (2) VIA THE INTERNET OR (3) BY MARKING, SIGNING AND DATING THE ENCLOSED PROXY CARD AND RETURNING IT IN THE PREPAID ENVELOPE PROVIDED.** You may revoke your proxy or change your vote at any time before the special meeting. If your units are held in the name of a bank, broker or other fiduciary, please follow the instructions on the voting instruction card furnished to you by such record holder.

We urge you to read the accompanying proxy statement/prospectus, including all documents incorporated by reference into the accompanying proxy statement/prospectus, and its annexes carefully and in their entirety. If you have any questions concerning the merger, the adjournment vote, the advisory (non-binding) vote on the payments that will or may be paid by Regency to its named executive officers in connection with the merger, the special meeting or the accompanying proxy statement/prospectus or would like additional copies of the accompanying proxy statement/prospectus or need help voting your Regency units, please contact Regency's proxy solicitor:

[ \_\_\_\_\_ ]

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**ADDITIONAL INFORMATION**

This proxy statement/prospectus incorporates by reference important business and financial information about ETP and Regency from other documents filed with the Securities and Exchange Commission (the SEC), that are not included in or delivered with this proxy statement/prospectus. See [Where You Can Find More Information](#).

Documents incorporated by reference are available to you without charge upon written or oral request. You can obtain any of these documents by requesting them in writing or by telephone from the appropriate party at the following addresses and telephone numbers.

Energy Transfer Partners L.P.

Investor Relations

3738 Oak Lawn Avenue

Dallas, Texas 75219

(214) 981-0795

**To receive timely delivery of the requested documents in advance of the special meeting, you should make your request no later than \_\_\_\_\_, 2015.**

Regency Energy Partners LP

Investor Relations

2001 Bryan Street, Suite 3700

Dallas, Texas 75201

(214) 750-1771

**ABOUT THIS DOCUMENT**

This document, which forms part of a registration statement on Form S-4 filed with the SEC by ETP (File No. 333-\_\_\_\_\_), constitutes a prospectus of ETP under Section 5 of the Securities Act of 1933, as amended (the Securities Act), with respect to the ETP common units to be issued pursuant to the merger agreement. This document also constitutes a notice of meeting and a proxy statement under Section 14(a) of the Securities Exchange Act of 1934, as amended (the Exchange Act), with respect to the special meeting of Regency unitholders, at which Regency unitholders will be asked to consider and vote on, among other matters, a proposal to adopt the merger agreement and the transactions contemplated thereby.

You should rely only on the information contained in or incorporated by reference into this proxy statement/prospectus. No one has been authorized to provide you with information that is different from that contained in, or incorporated by reference into, this proxy statement/prospectus. This proxy statement/prospectus is dated \_\_\_\_\_, 2015. The information contained in this proxy statement/prospectus is accurate only as of that date or, in the case of information in a document incorporated by reference, as of the date of such document, unless the information specifically indicates that another date applies. Neither the mailing of this proxy statement/prospectus to Regency unitholders nor the issuance by ETP of its common units pursuant to the merger agreement will create any implication to the contrary.

This proxy statement/prospectus does not constitute an offer to sell, or a solicitation of an offer to buy, any securities, or the solicitation of a proxy, in any jurisdiction in which or from any person to whom it is unlawful to make any such offer or solicitation in such jurisdiction.

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The information concerning ETP contained in this proxy statement/prospectus or incorporated by reference has been provided by ETP, and the information concerning Regency contained in this proxy statement/prospectus or incorporated by reference has been provided by Regency.

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**QUESTIONS AND ANSWERS**

*Set forth below are questions that you, as a unitholder of Regency, may have regarding the merger, the adjournment proposal, the advisory compensation proposal and the special meeting, and brief answers to those questions. You are urged to read carefully this proxy statement/prospectus and the other documents referred to in this proxy statement/prospectus in their entirety, including the composite merger agreement, which incorporates the text of the amendment into the text of the initial agreement and is attached as Annex A to this proxy statement/prospectus, and the documents incorporated by reference into this proxy statement/prospectus, because this section may not provide all of the information that is important to you with respect to the merger and the special meeting. You may obtain a list of the documents incorporated by reference into this proxy statement/prospectus in the section titled *Where You Can Find More Information*.*

**Q: Why am I receiving this proxy statement/prospectus?**

A: ETP and Regency have agreed to a merger, pursuant to which Regency will merge with Rendezvous I LLC, a wholly owned subsidiary of ETP ( *Merger Sub A* ). Regency will continue its existence as the surviving entity and become a wholly owned subsidiary of ETP, but will cease to be a publicly traded limited partnership. In order to complete the merger, Regency unitholders must vote to adopt the merger agreement. Regency is holding a special meeting of its unitholders to obtain such unitholder approval. Regency unitholders will also be asked to approve, on an advisory (non-binding) basis, the payments that will or may be paid by Regency to its named executive officers in connection with the merger.

In the merger, ETP will issue ETP common units as part of the consideration to be paid to holders of Regency common units and Regency Class F common units ( *Class F units* ). This document is being delivered to you as both a proxy statement of Regency and a prospectus of ETP in connection with the merger. It is the proxy statement by which the board of directors (the *Regency Board* ) of Regency GP LLC, the general partner of Regency GP, is soliciting proxies from you to vote on the adoption of the merger agreement and the transactions contemplated thereby at the special meeting or at any adjournment or postponement of the special meeting. It is also the prospectus by which ETP will issue ETP common units to you in the merger.

**Q: What will happen in the merger?**

A: In the merger, Regency will merge with Merger Sub A. Regency will be the surviving limited partnership in the merger and become a wholly owned subsidiary of ETP, but Regency will cease to be a publicly traded limited partnership.

**Q: What will I receive in the merger?**

A: If the merger is completed, each of your Regency common units will be cancelled and converted automatically into the right to receive (i) 0.4066 (the *exchange ratio* ) ETP common units (the *unit consideration* ) and (ii) an additional number of ETP common units equal to the quotient of \$0.32 divided by the lesser of (x) the volume weighted average price of ETP common units on the New York Stock Exchange (the *NYSE* ) for the five trading days ending on the third trading day immediately preceding the effective time of the merger and (y) the closing price of ETP common units on the NYSE on the third day immediately preceding the effective time of the merger, rounded to the nearest ten thousandth of a unit (the *additional unit consideration* and, together with the unit consideration, the *merger consideration* ). Each of your Regency Class F units will be deemed to have converted automatically into Regency common units on a one-for-one basis and such common units will be converted automatically into the right to receive the merger consideration. Regency unitholders will not receive any fractional ETP common units in the merger.

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Instead, each holder of Regency common units or Class F units that are converted pursuant to the merger agreement who otherwise would have received a fraction of an ETP common unit will instead be entitled to receive a whole ETP common unit. Based on the closing price of ETP common units on the NYSE on January 23, 2015, the last trading day

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prior to the public announcement of the merger, the merger consideration represented approximately \$26.89 in value for each Regency common unit and Class F unit. Based on the closing price of \$            for ETP common units on the NYSE on           , 2015, the most recent practicable trading day prior to the date of this proxy statement/prospectus, the merger consideration represented approximately \$            in value for each Regency common unit and Class F unit. The market price of ETP common units will fluctuate prior to the merger, and the market price of ETP common units when received by Regency unitholders after the merger is completed could be greater or less than the current market price of ETP common units. See Risk Factors.

**Q: What will happen to my Regency phantom units, unit options and cash units in the merger?**

A: If the merger is completed, each outstanding phantom unit of Regency (a Regency phantom unit ) (except for Regency phantom units granted before December 16, 2011 and for Regency phantom units held by the chief executive officer and the non-employee directors of Regency, which will vest and convert, subject to applicable tax withholding, into the right to receive the merger consideration) will be converted into the right to receive an award of phantom units relating to ETP common units on the same terms and conditions as were applicable to the Regency phantom units, except that the number of ETP common units covered by the award will be equal to the number of Regency common units covered by the corresponding award of Regency phantom units multiplied by the sum of (i) the exchange ratio and (ii) the partial ETP common unit representing the additional unit consideration, rounded up to the nearest whole unit. Each outstanding option to purchase Regency common units (a Regency unit option ) that is in-the-money will be deemed to be exercised on a net-issuance (i.e., cashless) basis and each net issued Regency common unit deemed to have been issued will be converted into the right to receive the merger consideration, subject to reduction for withholding taxes. Each Regency unit option that is out-of-the-money will be cancelled and terminated for no consideration. In addition, each outstanding award of cash units ( Regency cash units ) issued under the Regency Energy Partners LP Long-Term Incentive Cash Restricted Unit Plan representing the right to a cash payment based on the value of Regency common units will be converted into the right to receive an award of restricted cash units relating to ETP common units on generally the same terms and conditions as were applicable to the award of Regency cash units, except that the number of notional ETP common units relating to the award will be equal to the number of notional Regency common units relating to the corresponding award of Regency cash units multiplied by the sum of (i) the exchange ratio and (ii) the partial ETP common unit representing the additional unit consideration, rounded up to the nearest whole unit.

**Q: What will happen to Regency Series A units in the merger?**

A: If the merger is completed, each outstanding Series A Cumulative Convertible Preferred Unit of Regency (a Series A unit ) will be cancelled and converted automatically into the right to receive a new preferred unit of ETP (an ETP preferred unit ), with the same preferences, privileges, powers, duties and obligations that the Regency Series A units had immediately prior to the closing of the merger.

**Q: What happens if the merger is not completed?**

A: If the merger agreement is not adopted by Regency unitholders or if the merger is not completed for any other reason, you will not receive any form of consideration for your Regency units in connection with the merger. Instead, Regency will remain an independent publicly traded limited partnership and its common units will continue to be listed and traded on the NYSE. If the merger agreement is terminated under specified circumstances, including if Regency unitholder approval is not obtained, Regency will be required to pay all of the reasonably documented out-of-pocket expenses incurred by ETP and its affiliates in connection with the merger agreement and the transactions contemplated thereby, up to a maximum amount of \$20 million. In addition, if the merger agreement is terminated in specified circumstances, including due to an adverse recommendation change having occurred, Regency

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may be required to pay ETP a termination fee of \$450 million, less any expenses previously paid by Regency to ETP. Following payment of the termination fee, Regency will not be obligated to pay any additional expenses incurred by ETP or its affiliates. Please read

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Proposal 1: The Merger Agreement Expenses and Termination Fee beginning on page 92 of this proxy statement/prospectus.

**Q: Will I continue to receive future distributions?**

A: Before completion of the merger, Regency expects to continue to pay its regular quarterly cash distribution on its common units, which currently is \$0.5025 per Regency common unit. However, ETP and Regency will coordinate the timing of distribution declarations leading up to the merger so that, in any quarter, a holder of Regency units will either receive distributions in respect of its Regency common units or Series A units or distributions in respect of the ETP common units or ETP preferred units, as applicable, that such holder will receive in the merger (but will not receive distributions in respect of both in any quarter). Receipt of the regular quarterly distribution will not reduce the merger consideration you receive. After completion of the merger, you will be entitled only to distributions on any ETP common units you receive in the merger and hold through the applicable distribution record date. While ETP provides no assurances as to the level or payment of any future distributions on its common units, and ETP determines the amount of its distributions each quarter, for the quarter ended December 31, 2014, ETP paid a cash distribution of \$0.995 per ETP common unit on February 13, 2015 to holders of record as of the close of business on February 6, 2015.

**Q: What am I being asked to vote on?**

A: Regency's unitholders are being asked to vote on the following proposals:

***Merger proposal:*** To adopt the merger agreement as amended by the amendment thereto, a composite copy of which, incorporating the amendment into the text of the initial agreement, is attached as Annex A to this proxy statement/prospectus, and the transactions contemplated thereby;

***Adjournment proposal:*** To approve the adjournment of the special meeting, if necessary to solicit additional proxies if there are not sufficient votes to adopt the merger agreement at the time of the special meeting; and

***Advisory compensation proposal:*** To approve, on an advisory (non-binding) basis, the payments that will or may be paid by Regency to its named executive officers in connection with the merger.

The approval of the merger proposal by Regency unitholders is a condition to the obligations of ETP and Regency to complete the merger. Neither the adjournment proposal nor the advisory compensation proposal is a condition to the obligations of ETP or Regency to complete the merger.

**Q: Does the Regency Board recommend that Regency unitholders adopt the merger agreement and the transactions contemplated thereby?**

A: Yes. The Regency Board and the conflicts committee of the Regency Board (the Regency Conflicts Committee) have approved the merger agreement and the transactions contemplated thereby, including the merger, and determined that these transactions are fair and reasonable and in the best interests of Regency and its unaffiliated unitholders. Therefore, the Regency Board and Regency Conflicts Committee recommend that you vote FOR the proposal to adopt the merger agreement and the transactions contemplated thereby at the special meeting. See The Merger Recommendation of the Regency Conflicts Committee, the Regency Board and Their Reasons for the Merger

beginning on page 60 of this proxy statement/prospectus. In considering the recommendation of the Regency Board and the Regency Conflicts Committee with respect to the merger agreement and the transactions contemplated thereby, including the merger, you should be aware that directors and executive officers of Regency are parties to agreements or participants in other arrangements that give them interests in the merger that may be different from, or in addition to, your interests as a unitholder of Regency. You should consider these interests in voting on this proposal. These different interests are described under "The Merger - Interests of Directors and Executive Officers of Regency in the Merger" beginning on page 76 of this proxy statement/prospectus.

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**Q: What are the related compensation payments to Regency named executive officers and why am I being asked to vote on them?**

A: The SEC has adopted rules that require Regency to seek an advisory (non-binding) vote on the compensation payments related to the merger. The related compensation payments are certain compensation payments that are tied to or based on the merger and that will or may be paid by Regency to its named executive officers in connection with the merger. This proposal is referred to as the advisory compensation proposal.

**Q: Does the Regency Board recommend that unitholders approve the advisory compensation proposal?**

A: Yes. The Regency Board unanimously recommends that you vote **FOR** the advisory compensation proposal. See Proposal 3: Advisory Vote on Related Compensation beginning on page 62 of this proxy statement/prospectus.

**Q: What happens if the advisory compensation proposal is not approved?**

A: Approval of the advisory compensation proposal is not a condition to completion of the merger. The vote is an advisory vote and is not binding. If the merger is completed, Regency will pay the related compensation to its named executive officers in connection with the merger even if Regency unitholders fail to approve the advisory compensation proposal.

**Q: What unitholder vote is required for the approval of each proposal?**

A: The following are the vote requirements for the Regency proposals:

***Merger proposal.*** The affirmative vote or consent of holders of at least a majority of the outstanding Regency common units, Class F units and Series A units, voting together as a single class. Accordingly, abstentions and unvoted units will have the same effect as votes **AGAINST** the proposal.

***Adjournment proposal.*** If a quorum is present at the meeting, the affirmative vote of at least a majority of the outstanding Regency common units, Class F units and Series A units, voting together as a single class; *provided* that, if a quorum is not present at the meeting, the affirmative vote of holders of a majority of the outstanding Regency common units, Class F units, and Series A units entitled to vote at such meeting represented either in person or by proxy, voting together as a single class, will be required to approve the proposal. Accordingly, abstentions and unvoted units will have the same effect as votes **AGAINST** the proposal.

***Advisory compensation proposal.*** The affirmative vote of at least a majority of the Regency common units, Class F units and Series A units, voting together as a single class. Accordingly, abstentions and unvoted units will have the same effect as votes **AGAINST** the proposal.

Pursuant to the merger agreement, ETE, which directly and indirectly owns all of the incentive distribution rights and general partner interests in ETP and Regency, and ETP have agreed to vote all of the limited partner interests in Regency owned beneficially or of record by ETE, ETP or their respective subsidiaries in favor of approval of the merger and the approval of any actions required in furtherance thereof, which includes the Regency merger proposal and, if necessary, the Regency adjournment proposal. As of \_\_\_\_\_, 2015, ETE, ETP and their respective



subsidiaries collectively held \_\_\_\_\_ Regency common units and \_\_\_\_\_ Class F units, representing approximately \_\_\_\_\_ % of the Regency units entitled to vote at the special meeting.

**Q: What constitutes a quorum for the special meeting?**

A: At least a majority of the outstanding Regency common units, Class F units and Series A units, considered together as a single class, must be represented in person or by proxy at the special meeting in order to constitute a quorum.

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**Q: When is this proxy statement/prospectus being mailed?**

A: This proxy statement/prospectus and the proxy card are first being sent to Regency unitholders on or about \_\_\_\_\_, 2015.

**Q: Who is entitled to vote at the special meeting?**

A: Holders of outstanding Regency common units, Class F units and Series A units outstanding as of the close of business on \_\_\_\_\_, 2015, the record date, are entitled to one vote per unit at the special meeting.

As of the record date, there were \_\_\_\_\_ Regency common units outstanding, \_\_\_\_\_ Class F units outstanding and \_\_\_\_\_ Series A units outstanding, all of which are entitled to vote at the special meeting.

**Q: When and where is the special meeting?**

A: The special meeting will be held at \_\_\_\_\_, on \_\_\_\_\_, 2015, at \_\_\_\_\_ a.m., local time.

**Q: How do I vote my units at the special meeting?**

A: There are four ways you may cast your vote. You may vote:

*In Person.* If you are a unitholder of record, you may vote in person at the special meeting. Units held by a broker, bank or other nominee may be voted in person by you only if you obtain a legal proxy from the record holder (which is your broker, bank or other nominee) giving you the right to vote the units;

*Via the Internet.* You may vote electronically via the Internet by accessing the Internet address provided on each proxy card (if you are a unitholder of record) or vote instruction card (if your units are held by a broker, bank or other nominee);

*By Telephone.* You may vote by using the toll-free telephone number listed on the enclosed proxy card (if you are a unitholder of record) or vote instruction card (if your units are held by a broker, bank or other nominee); or

*By Mail.* You may vote by filling out, signing and dating the enclosed proxy card (if you are a unitholder of record) or vote instruction card (if your units are held by a broker, bank or other nominee) and returning it by mail in the prepaid envelope provided.

Even if you plan to attend the special meeting in person, you are encouraged to submit your proxy as described above so that your vote will be counted if you later decide not to attend the special meeting.

If your units are held by a broker, bank or other nominee, also known as holding units in street name, you should receive instructions from the broker, bank or other nominee that you must follow in order to have your units voted. Please review such instructions to determine whether you will be able to vote via Internet or by telephone. The deadline for voting units by telephone or electronically through the Internet is 11:59 p.m. Eastern Time, \_\_\_\_\_, 2015

(the telephone/internet deadline ).

**Q: If my units are held in street name by my broker, will my broker automatically vote my units for me?**

A: No. If your units are held in an account at a broker or through another nominee, you must instruct the broker or other nominee on how to vote your units by following the instructions that the broker or other nominee provides to you with these materials. Most brokers offer the ability for unitholders to submit voting instructions by mail by completing a voting instruction card, by telephone and via the Internet.

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If you do not provide voting instructions to your broker, your units will not be voted on any proposal on which your broker does not have discretionary authority to vote. This is referred to in this proxy statement/prospectus and in general as a broker non-vote. In these cases, the broker can register your units as being present at the special meeting for purposes of determining a quorum, but will not be able to vote on those matters for which specific authorization is required. Under the current rules of the NYSE, brokers do not have discretionary authority to vote on any of the proposals, including the merger proposal. A broker non-vote will have the same effect as a vote AGAINST the merger proposal, the adjournment proposal and the advisory compensation proposal.

### **Q: How will my Regency units be represented at the special meeting?**

A: If you submit your proxy by telephone, the Internet website or by signing and returning your proxy card, the officers named in your proxy card will vote your units in the manner you requested if you correctly submitted your proxy. If you sign your proxy card and return it without indicating how you would like to vote your units, your proxy will be voted as the Regency Board recommends, which is:

*Merger proposal:* FOR the adoption of the merger agreement and the transactions contemplated thereby;

*Adjournment proposal:* FOR the approval of the adjournment of the special meeting, if necessary to solicit additional proxies if there are not sufficient votes to adopt the merger agreement at the time of the special meeting; and

*Advisory compensation proposal:* FOR the approval, on an advisory (non-binding) basis, of the payments that will or may be paid by Regency to its named executive officers in connection with the merger.

### **Q: Who may attend the special meeting?**

A: Regency unitholders (or their authorized representatives) and Regency's invited guests may attend the special meeting. All attendees at the special meeting should be prepared to present government-issued photo identification (such as a driver's license or passport) for admittance.

### **Q: Is my vote important?**

A: Yes, your vote is very important. If you do not submit a proxy or vote in person at the special meeting, it will be more difficult for Regency to obtain the necessary quorum to hold the special meeting. In addition, an abstention or your failure to submit a proxy or to vote in person will have the same effect as a vote AGAINST the adoption of the merger agreement and the transactions contemplated thereby. If you hold your units through a broker or other nominee, your broker or other nominee will not be able to cast a vote on such adoption without instructions from you. The Regency Board recommends that Regency unitholders vote FOR the Regency merger proposal.

### **Q: Can I revoke my proxy or change my voting instructions?**

A: Yes. If you are a unitholder of record, you may revoke or change your vote at any time before the telephone/internet deadline or before the polls close at the special meeting by:

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sending a written notice, no later than the telephone/internet deadline, to Regency Energy Partners LP at 2001 Bryan Street, Suite 3700, Dallas, Texas 75201, Attention: Corporate Secretary, that bears a date later than the date of the proxy and is received prior to the special meeting and states that you revoke your proxy;

submitting a valid, later-dated proxy by mail, telephone or Internet that is received prior to the special meeting; or

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attending the special meeting and voting by ballot in person (your attendance at the special meeting will not, by itself, revoke any proxy that you have previously given).

If you hold your Regency units through a broker or other nominee, you must follow the directions you receive from your broker or other nominee in order to revoke your proxy or change your voting instructions.

**Q: What happens if I sell my units after the record date but before the special meeting?**

A: The record date for the special meeting is earlier than the date of the special meeting and earlier than the date that the merger is expected to be completed. If you sell or otherwise transfer your Regency units after the record date but before the date of the special meeting, you will retain your right to vote at the special meeting. However, you will not have the right to receive the merger consideration to be received by Regency's unitholders in the merger. In order to receive the merger consideration, you must hold your Regency units through completion of the merger.

**Q: What does it mean if I receive more than one proxy card or vote instruction card?**

A: Your receipt of more than one proxy card or vote instruction card may mean that you have multiple accounts with Regency's transfer agent or with a brokerage firm, bank or other nominee. If voting by mail, please sign and return all proxy cards or vote instruction cards to ensure that all of your units are voted. Each proxy card or vote instruction card represents a distinct number of units and it is the only means by which those particular units may be voted by proxy.

**Q: Am I entitled to appraisal rights if I vote against the adoption of the merger agreement?**

A: No. Appraisal rights are not available in connection with the merger under the Delaware Revised Uniform Limited Partnership Act (the Delaware LP Act) or under the Regency partnership agreement.

**Q: Is completion of the merger subject to any conditions?**

A: Yes. In addition to the adoption of the merger agreement by Regency unitholders, completion of the merger requires the receipt of the necessary governmental clearances and the satisfaction or, to the extent permitted by applicable law, waiver of the other conditions specified in the merger agreement.

**Q: When do you expect to complete the merger?**

A: ETP and Regency are working towards completing the merger promptly. ETP and Regency currently expect to complete the merger in the second quarter of 2015, subject to receipt of Regency unitholder approval, regulatory approvals and clearances and other usual and customary closing conditions. However, no assurance can be given as to when, or if, the merger will occur.

**Q: What are the expected U.S. federal income tax consequences to a Regency unitholder as a result of the transactions contemplated by the merger agreement?**

A: It is anticipated that no gain or loss will be recognized by a Regency unitholder solely as a result of the merger, other than (i) such unitholder's distributive share of any gain recognized by Regency as a result of the merger (which, as described below, is expected to be zero) or (ii) to the extent any net decrease in such unitholder's share of partnership liabilities pursuant to Section 752 of the Internal Revenue Code of 1986, as amended (the Code), exceeds such unitholder's adjusted tax basis in its Regency units at the closing of the merger. Please read Risk Factors Risk Factors Relating to the Merger and Material U.S. Federal Income Tax Consequences of the Merger Tax Consequences of the Merger to Regency Unitholders.



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**Q: Under what circumstances could the merger result in a Regency unitholder recognizing taxable income or gain?**

A: For U.S. federal income tax purposes, Regency will be deemed to contribute all of its assets to ETP in exchange for ETP units and the assumption of Regency's liabilities, followed by a liquidation of Regency in which ETP units are distributed to Regency unitholders. In addition, as a result of the merger, Regency unitholders who receive ETP units will become limited partners of ETP for U.S. federal income tax purposes and will be allocated a share of ETP's nonrecourse liabilities. Each Regency unitholder will be treated as receiving a deemed cash distribution equal to the excess, if any, of such unitholder's share of nonrecourse liabilities of Regency immediately before the merger over such unitholder's share of nonrecourse liabilities of ETP immediately following the merger. If the amount of any deemed cash distribution received by a Regency unitholder exceeds such unitholder's basis in his Regency units, such unitholder will recognize gain in an amount equal to such excess. While there can be no assurance, ETP and Regency expect that most Regency unitholders will not recognize gain in this manner. The amount and effect of any gain that may be recognized by Regency unitholders will depend on the Regency unitholder's particular situation, including the ability of the Regency unitholder to utilize any suspended passive losses. For additional information, please read Material U.S. Federal Income Tax Consequences of the Merger Tax Consequences of the Merger to Regency, Material U.S. Federal Income Tax Consequences of the Merger Tax Consequences of the Merger to Regency Unitholders and Risk Factors Relating to the Merger.

**Q: What are the expected U.S. federal income tax consequences for a Regency unitholder of the ownership of ETP common units after the merger is completed?**

A: Each Regency unitholder who becomes an ETP common unitholder as a result of the merger will, as is the case for existing ETP common unitholders, be allocated such unitholder's distributive share of ETP's income, gains, losses, deductions and credits. In addition to U.S. federal income taxes, such a holder will be subject to other taxes, including state and local income taxes, unincorporated business taxes, and estate, inheritance or intangibles taxes that may be imposed by the various jurisdictions in which ETP conducts business or owns property or in which the unitholder is resident. Please read Material U.S. Federal Income Tax Consequences of ETP Common Unit Ownership.

**Q: Assuming the merger closes before December 31, 2015, how many Schedules K-1 will I receive if I am a Regency unitholder?**

A: You will receive two Schedules K-1, one from Regency, which will describe your share of Regency's income, gain, loss and deduction for the portion of the tax year that you held Regency units prior to the effective time of the merger, and one from ETP, which will describe your share of ETP's income, gain, loss and deduction for the portion of the tax year you held ETP common units following the effective time of the merger.

**Q: What do I need to do now?**

A: Carefully read and consider the information contained in and incorporated by reference into this proxy statement/prospectus, including its annexes. Then, please vote your Regency units in accordance with the instructions described above.

If you hold units through a broker or other nominee, please instruct your broker or nominee to vote your units by following the instructions that the broker or nominee provides to you with these materials.

**Q: Should I send in my unit certificates now?**



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A: No. Regency unitholders should not send in their unit certificates at this time. After completion of the merger, ETP's exchange agent will send you a letter of transmittal and instructions for exchanging your Regency

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common units and Class F units for the merger consideration and your Series A units for ETP preferred units. Unless you specifically request to receive ETP unit certificates, the ETP common units and ETP preferred units you receive in the merger will be issued in book-entry form.

**Q: Whom should I call with questions?**

A: Regency unitholders should call \_\_\_\_\_, Regency's proxy solicitor, with any questions about the merger or the special meeting, or to obtain additional copies of this proxy statement/prospectus, proxy cards or voting instruction forms.

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**SUMMARY**

*This summary highlights selected information from this proxy statement/prospectus. You are urged to read carefully the entire proxy statement/prospectus and the other documents referred to in this proxy statement/prospectus because the information in this section does not provide all of the information that might be important to you with respect to the merger agreement, the merger and the other matters being considered at the special meeting. See Where You Can Find More Information. Each item in this summary refers to the page of this proxy statement/prospectus on which that subject is discussed in more detail.*

**The Parties (See page 41)**

Energy Transfer Partners, L.P., is a Delaware limited partnership with common units traded on the NYSE under the symbol ETP. ETP is engaged in the transportation and storage of natural gas, natural gas liquids ( NGLs ) and crude oil and the retail marketing of gasoline and middle distillates through its wholly owned operating subsidiaries. Energy Transfer Partners GP, L.P., a Delaware limited partnership, is ETP's general partner, and Rendezvous I LLC and Rendezvous II LLC are wholly owned subsidiaries of ETP.

Regency Energy Partners LP, is a Delaware limited partnership with common units traded on the NYSE under the symbol RGP. Regency is a growth-oriented limited partnership engaged in the gathering and processing, compression, treating and transportation of natural gas; the transportation, fractionation and storage of NGLs; the gathering, transportation and terminaling of oil (crude and/or condensate, a lighter oil) received from producers; natural gas marketing and trading; and the management of coal and natural resource properties in the United States. Regency GP LP, a Delaware limited partnership, is Regency's general partner. ETE GP Acquirer LLC, a Delaware limited liability company, is the sole member of Regency GP LLC and the indirect owner of Regency GP.

Energy Transfer Equity, L.P. is a Delaware limited partnership with common units traded on the NYSE under the symbol ETE. ETE directly and indirectly owns all of the incentive distribution rights and general partner interests in ETP and Regency. ETE is a party to the merger agreement solely for purposes of certain provisions therein.

**The Merger (See page 49)**

Subject to the terms and conditions of the merger agreement and in accordance with Delaware law, the merger agreement provides for the merger of Regency with Merger Sub A. Regency will survive the merger and become a wholly owned subsidiary of ETP.

**The GP Merger (See page 49)**

Subject to the terms and conditions of the merger agreement and in accordance with Delaware law, and concurrently with the merger, ETE Acquirer will merge with Rendezvous II LLC ( Merger Sub B ). ETE Acquirer will survive the GP merger and become a wholly owned subsidiary of ETP (the GP merger and, together with the merger, the mergers ).

**Merger Consideration (See page 89)**

**Common Units.** The merger agreement provides that, at the effective time, each Regency common unit issued and outstanding or deemed issued and outstanding as of immediately prior to the effective time (excluding Regency common units that are owned immediately prior to the effective time by Regency or its subsidiaries, which will be cancelled and cease to exist) will be converted into the right to receive (i) 0.4066 ETP common units and (ii) an

additional number of ETP common units equal to the quotient of \$0.32 divided by the

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lesser of (x) the volume weighted average price of ETP common units as reported on the NYSE for the five trading days ending on the third trading day immediately preceding the effective time of the merger and (y) the closing price of ETP common units on the NYSE on the third day immediately preceding the effective time of the merger, rounded to the nearest ten thousandth of a unit.

***Class F Units.*** Each Class F unit issued and outstanding as of immediately prior to the effective time will be deemed to have been converted into an equal number of Regency common units, which will be converted into the right to receive the merger consideration.

***Series A Units.*** Each Series A unit issued and outstanding as of immediately prior to the effective time will be converted into the right to receive an ETP preferred unit. The ETP preferred units will contain the same preferences, privileges, powers, duties and obligations that the Regency Series A units had immediately prior to the closing of the merger.

**Treatment of General Partner Interest and Incentive Distribution Rights (See page 90)**

As a result of the merger, the general partner interest in Regency outstanding immediately prior to the effective time will be converted into a non-economic general partner interest and Regency GP will continue as the sole general partner of Regency. In addition, the incentive distribution rights in Regency outstanding immediately prior to the effective time will be cancelled. ETP and Regency have agreed that, upon consummation of the mergers, the percentage interest represented by the ETP general partner interest will be increased to equal the sum of (i) the percentage interest of the ETP general partner interest immediately prior to the effective time, as adjusted to give effect to the issuance of ETP common units in the merger, and (ii) the percentage interest in ETP that would be represented by the Regency general partner interest immediately prior to the effective time, as adjusted to give effect to the issuance of ETP common units in the merger. In connection with the mergers, ETP GP will receive the right to any capital account in Regency associated with the Regency general partner interest and incentive distribution rights immediately prior to the merger.

**Treatment of Equity Awards (See page 89)**

***Phantom Units.*** At the effective time, each outstanding Regency phantom unit (except for Regency phantom units granted before December 16, 2011 and for Regency phantom units held by the chief executive officer and the non-employee directors of Regency, which will vest and convert, subject to applicable tax withholding, into the right to receive the merger consideration), will be converted into the right to receive an award of phantom units relating to ETP common units on the same terms and conditions as were applicable to the Regency phantom units, except that the number of ETP common units covered by the award will be equal to the number of Regency common units covered by the corresponding award of Regency phantom units multiplied by the sum of (i) the exchange ratio and (ii) the partial ETP common unit representing the additional unit consideration, rounded up to the nearest whole unit.

***Unit Options.*** Each outstanding Regency unit option that is in-the-money will at the effective time be deemed to be exercised on a net-issuance (i.e., cashless) basis and each net issued Regency common unit deemed to have been issued will be converted into the right to receive the merger consideration, subject to reduction for withholding taxes. Each Regency unit option that is out-of-the-money will be cancelled and terminated for no consideration.

***Cash Units.*** Each outstanding award of Regency cash units issued under the Regency Energy Partners LP Long-Term Incentive Cash Restricted Unit Plan will at the effective time be converted into the right to receive an award of restricted cash units relating to ETP common units on generally the same terms and conditions as were applicable to the award of Regency cash units, except that the number of notional ETP common units relating to the award will be

equal to the number of notional Regency common units relating to the corresponding award of

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Regency cash units multiplied by the sum of (i) the exchange ratio and (ii) the partial ETP common unit representing the additional unit consideration, rounded up to the nearest whole unit.

**The Special Meeting; Units Entitled to Vote; Required Vote (See page 44)**

**Meeting.** The special meeting will be held at \_\_\_\_\_, on \_\_\_\_\_, 2015, at \_\_\_\_\_ local time. At the special meeting, Regency unitholders will be asked to vote on the following proposals:

**Merger proposal:** To adopt the merger agreement as amended by the amendment thereto, a composite copy of which, incorporating the amendment into the text of the initial agreement, is attached as Annex A to this proxy statement/prospectus, and the transactions contemplated thereby;

**Adjournment proposal:** To approve the adjournment of the special meeting, if necessary to solicit additional proxies if there are not sufficient votes to adopt the merger agreement at the time of the special meeting; and

**Advisory compensation proposal:** To approve, on an advisory (non-binding) basis, the payments that will or may be paid by Regency to its named executive officers in connection with the merger.

**Record Date.** Only Regency unitholders of record at the close of business on \_\_\_\_\_, 2015 will be entitled to receive notice of and to vote at the special meeting. As of the close of business on the record date of \_\_\_\_\_, 2015, there were \_\_\_\_\_ Regency common units, \_\_\_\_\_ Class F units and \_\_\_\_\_ Series A units outstanding and entitled to vote at the meeting. Each holder of Regency common units, Class F units and Series A units is entitled to one vote for each unit owned as of the record date.

**Required Vote.** To adopt the merger agreement and the transactions contemplated thereby, holders of at least a majority of the outstanding Regency common units, Class F units and Series A units, together as a single class, must vote in favor of such adoption. **Regency cannot complete the merger unless its unitholders adopt the merger agreement and the transactions contemplated thereby.** Because approval is based on the affirmative vote of at least a majority of the outstanding Regency common units, Class F units and Series A units, voting together as a single class, **a Regency unitholder's failure to vote, an abstention from voting or the failure of a Regency unitholder who holds his or her units in street name through a broker or other nominee to give voting instructions to such broker or other nominee will have the same effect as a vote AGAINST adoption of the merger agreement.**

To approve the adjournment of the special meeting, if necessary to solicit additional proxies if there are not sufficient votes to adopt the merger agreement at the time of the special meeting and if a quorum is present at the meeting, holders of at least a majority of the outstanding Regency common units, Class F units and Series A units, voting together as a single class, must vote in favor of the proposal; provided that, if a quorum is not present at the meeting, the affirmative vote of holders of a majority of the outstanding Regency common units, Class F units and Series A units entitled to vote at such meeting represented either in person or by proxy, voting together as a single class, is required to approve the proposal. Because approval of this proposal is based on the affirmative vote of at least a majority of the outstanding Regency common units, Class F units and Series A units, voting together as a single class, if a quorum is present at the special meeting, a Regency unitholder's failure to vote, an abstention from voting or the failure of a Regency unitholder who holds his or her units in street name through a broker or other nominee to give voting instructions to such broker or other nominee will have the same effect as a vote AGAINST approval of this proposal.

To approve, on an advisory (non-binding) basis, the payments that will or may be paid by Regency to its named executive officers in connection with the merger, holders of at least a majority of the outstanding Regency common units, Class F units and Series A units, voting together as a single class, must vote in favor of the proposal. Because approval of this proposal is based on the affirmative vote of at least a majority of the



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outstanding Regency common units, Class F units and Series A units, voting together as a single class, a Regency unitholder's failure to vote, an abstention from voting or the failure of a Regency unitholder who holds his or her units in street name through a broker or other nominee to give voting instructions to such broker or other nominee will have the same effect as a vote AGAINST approval of this proposal.

***Unit Ownership of and Voting by Regency's Directors, Executive Officers and Affiliates.*** At the close of business on the record date for the special meeting, Regency's directors and executive officers and their affiliates (including ETE, ETP and their respective subsidiaries) beneficially owned and had the right to vote Regency common units and Class F units at the special meeting, which represent % of the Regency units entitled to vote at the special meeting. It is expected that Regency's directors and executive officers will vote their units FOR the adoption of the merger agreement and the transactions contemplated thereby, although none of them has entered into any agreement requiring them to do so. Additionally, under the terms of the merger agreement, ETE and ETP have agreed to vote all of the Regency common units and Class F units owned beneficially or of record by ETE, ETP or their respective subsidiaries in favor of the merger.

**Recommendation of the Regency Conflicts Committee, the Regency Board and Their Reasons for the Merger (See page 60)**

The Regency Board and the Regency Conflicts Committee recommend that Regency unitholders vote **FOR** the adoption of the merger agreement and the transactions contemplated thereby.

In the course of reaching its decision to approve the merger agreement and the transactions contemplated by the merger agreement, the Regency Board considered a number of factors in its deliberations. For a more complete discussion of these factors, see The Merger Recommendation of the Regency Conflicts Committee, the Regency Board and Their Reasons for the Merger.

**Opinion of the Financial Advisor to the Regency Conflicts Committee (See page 64)**

On January 25, 2015, J.P. Morgan Securities LLC ( J.P. Morgan ) rendered its oral opinion to the Regency Conflicts Committee and the Regency Board, which opinion was subsequently confirmed in writing, that, as of such date and based upon and subject to the factors and assumptions set forth in its opinion, the merger consideration to be paid to the holders of Regency common units, other than ETE, ETP and their respective affiliates, in the merger was fair, from a financial point of view, to such unitholders.

**The full text of the written opinion of J.P. Morgan dated January 25, 2015, which sets forth the assumptions made, matters considered and limits on the review undertaken, is attached as Annex B to this proxy statement/prospectus and is incorporated herein by reference. Regency unitholders are urged to read the opinion in its entirety. J.P. Morgan's written opinion is addressed to the Regency Conflicts Committee and the Regency Board, is directed only to the merger consideration to be paid to holders of Regency common units (other than ETE, ETP and their respective affiliates) and does not constitute a recommendation to any Regency unitholder as to how such Regency unitholder should vote with respect to the transactions contemplated by the merger agreement. The summary of the opinion of J.P. Morgan set forth in this proxy statement/prospectus is qualified in its entirety by reference to the full text of such opinion included as Annex B.**

**ETP Unitholder Approval is Not Required (See page 79)**

ETP unitholders are not required to adopt the merger agreement or approve the merger or the issuance of ETP common units in connection with the merger.



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**Directors and Executive Officers of ETP After the Merger (See page 80)**

ETP GP has direct responsibility for conducting ETP's business and for managing its operations. Because ETP GP is a limited partnership, its general partner, Energy Transfer Partners, L.L.C. ( ETP GP LLC ), is ultimately responsible for the business and operations of ETP. Thus, the board of directors and officers of ETP GP LLC make decisions on ETP's behalf. ETP expects that the directors and executive officers of ETP GP LLC immediately prior to the merger will continue as the directors and executive officers of ETP GP LLC after the merger, except that Thomas E. Long, Executive Vice President and Chief Financial Officer of Regency, is expected to become the Chief Financial Officer of ETP GP LLC and Martin Salinas, ETP GP LLC's current Chief Financial Officer, will not be retained by ETP.

**Ownership of ETP After the Merger (See page 80)**

ETP will issue approximately \_\_\_\_\_ million ETP common units to former Regency unitholders pursuant to the merger. Based on the number of ETP common units outstanding as of the date of this proxy statement/prospectus, immediately following the completion of the merger, ETP expects to have approximately \_\_\_\_\_ million common units outstanding. Regency unitholders are therefore expected to hold approximately \_\_\_\_\_ % of the aggregate number of ETP common units outstanding immediately after the merger and approximately \_\_\_\_\_ % of ETP's total units of all classes. Holders of ETP common units are not entitled to elect the directors of the board of directors (the ETP Board ) of Energy Transfer Partners, L.L.C., the general partner of ETP GP, and have only limited voting rights on matters affecting ETP's business.

**Interests of Directors and Executive Officers of Regency in the Merger (See page 76)**

Regency's directors and executive officers have financial interests in the merger that are different from, or in addition to, the interests of Regency unitholders generally. The members of the Regency Board were aware of and considered these interests, among other matters, in evaluating and negotiating the merger agreement and the merger, and in recommending to Regency's unitholders that the merger agreement be adopted.

These interests include:

Certain members of the Regency Board are members of the ETE board of directors and are executives of ETE.

Certain executive officers of Regency have been offered roles at ETE and ETP following the completion of the merger.

The directors and officers of Regency are entitled to continued indemnification and insurance coverage under the merger agreement.

The Regency phantom units held by the chief executive officer and non-employee directors of Regency, as well as the Regency phantom units granted before December 16, 2011 held by other officers of Regency, will vest and convert, subject to applicable tax withholding, into the right to receive the merger consideration, and the Regency phantom units granted after December 16, 2011 held by other executive

officers of Regency will be converted into the right to receive an award of phantom units relating to ETP common units on the same terms and conditions as were applicable to the Regency phantom units, except that the number of ETP common units covered by the award will be equal to the number of Regency common units multiplied by the sum of (i) the exchange ratio and (ii) the partial ETP common unit representing the additional unit consideration, rounded up to the nearest whole unit.

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**Interests of ETE and ETP in the Merger (See page 79)**

ETE holds a controlling ownership interest in each of ETP and Regency. ETE controls ETP through ETE's ownership of ETP GP, which owns 100% of the general partner interest and incentive distribution rights in ETP, and through ETE's ownership of approximately 8.7% of the limited partner interest in ETP and all of the Class H units of ETP. ETE controls Regency through ETE's ownership of ETE Acquirer and Regency GP LLC, which own Regency GP. Regency GP owns 100% of the general partner interest and incentive distribution rights in Regency. ETE also owns, directly and through a wholly owned subsidiary, approximately 14.0% of the limited partner interest in Regency and ETP, through a wholly owned subsidiary, owns an additional 7.6% limited partner interest in Regency and all of the Regency Class F units.

Under the terms of the merger agreement, ETE and ETP have agreed to vote all of the Regency common units and Class F units owned beneficially or of record by ETE, ETP or their respective subsidiaries in favor of the merger.

**Risk Factors Relating to the Merger and Ownership of ETP Common Units (See page 31)**

Regency unitholders should consider carefully all the risk factors together with all of the other information included or incorporated by reference in this proxy statement/prospectus before deciding how to vote. Risks relating to the merger and ownership of ETP common units are described in the section titled "Risk Factors." Some of these risks include, but are not limited to, those described below:

Because the market price of ETP common units will fluctuate prior to the consummation of the merger, Regency unitholders cannot be sure of the market value of the ETP common units they will receive as unit consideration relative to the value of Regency common units and Class F units they exchange, or of the number of ETP common units they will receive as additional unit consideration.

ETP and Regency may be unable to obtain the regulatory clearances required to complete the merger or, in order to do so, ETP and Regency may be required to comply with material restrictions or satisfy material conditions.

The merger agreement contains provisions that limit Regency's ability to pursue alternatives to the merger, which could discourage a potential competing acquirer of Regency from making a favorable alternative transaction proposal and, in specified circumstances, including if unitholder approval is not obtained or if the merger agreement is terminated due to an adverse recommendation change having occurred, could require Regency to reimburse up to \$20.0 million of ETP's out-of-pocket expenses and pay a termination fee to ETP of \$450 million, less any previous expense reimbursements by Regency. Following payment of the termination fee, Regency will not be obligated to pay any additional expenses by ETP or its affiliates.

Directors and officers of Regency have certain interests that are different from those of Regency unitholders generally.

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Regency unitholders will have a reduced ownership in the combined organization after the merger and will exercise less influence over management.

ETP common units to be received by Regency unitholders as a result of the merger have different rights from Regency common units.

No ruling has been requested with respect to the U.S. federal income tax consequences of the merger.

The intended U.S. federal income tax consequences of the merger are dependent upon ETP and Regency being treated as partnerships for U.S. federal income tax purposes.

Regency common unitholders could recognize taxable income or gain for U.S. federal income tax purposes as a result of the merger.

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ETP GP and Regency GP are owned by ETE. This may result in conflicts of interest.

ETP common unitholders have limited voting rights and are not entitled to elect ETP GP or the directors of the ETP Board.

ETP's tax treatment depends on its status as a partnership for federal income tax purposes, as well as its not being subject to a material amount of entity-level taxation by individual states or local entities. If the IRS treats ETP as a corporation or ETP becomes subject to a material amount of entity-level taxation for state or local tax purposes, it would substantially reduce the amount of cash available for payment for distributions on ETP's common units.

**Material U.S. Federal Income Tax Consequences of the Merger (See page 109)**

Tax matters associated with the merger are complicated. The U.S. federal income tax consequences of the merger to a Regency unitholder will depend, in part, on such unitholder's own personal tax situation. The tax discussions contained herein focus on the U.S. federal income tax consequences generally applicable to individuals who are residents or citizens of the United States that hold their Regency units as capital assets, and these discussions have only limited application to other unitholders, including those subject to special tax treatment. Regency unitholders are urged to consult their tax advisors for a full understanding of the U.S. federal, state, local and foreign tax consequences of the merger that will be applicable to them.

In connection with the merger, Regency expects to receive an opinion from Baker Botts L.L.P. to the effect that (i) Regency will not recognize any income or gain as a result of the merger (other than any gain resulting from any decrease in partnership liabilities pursuant to Section 752 of the Code); (ii) holders of Regency common units will not recognize any income or gain as a result of the merger (other than any gain resulting from any decrease in partnership liabilities pursuant to Section 752 of the Code); provided that such opinion will not extend to any holder who acquired Regency common units from Regency in exchange for property other than cash; and (iii) at least 90% of the gross income of Regency for the most recent four complete calendar quarters ending before the closing date for which the necessary financial information is available is from sources treated as "qualifying income" within the meaning of Section 7704(d) of the Code.

In connection with the merger, ETP expects to receive an opinion from Latham & Watkins LLP to the effect that (i) neither ETP nor ETP GP will recognize any income or gain as a result of the merger (other than any gain resulting from any decrease in partnership liabilities pursuant to Section 752 of the Code); (ii) no gain or loss will be recognized by holders of ETP common units as a result of the merger (other than any gain resulting from any decrease in partnership liabilities pursuant to Section 752 of the Code); and (iii) at least 90% of the combined gross income of each of ETP and Regency for the most recent four complete calendar quarters ending before the closing date for which the necessary financial information is available is from sources treated as "qualifying income" within the meaning of Section 7704(d) of the Code.

Opinions of counsel, however, are subject to certain limitations and are not binding on the Internal Revenue Service ( IRS ) and no assurance can be given that the IRS would not successfully assert a contrary position regarding the merger and the opinions of counsel. In addition, such opinions will be based upon certain factual assumptions and representations made by the officers of ETP, ETP GP, Regency and Regency GP and any of their respective affiliates. Please read "Material U.S. Federal Income Tax Consequences of the Merger" for a more complete discussion of the U.S. federal income tax consequences of the merger.

**Accounting Treatment of the Merger (See page 79)**

ETP and Regency are under the common control of ETE. Therefore, in accordance with accounting principles generally accepted in the United States, ETP will account for the merger as a reorganization of entities



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under common control and will use the historical cost basis method of accounting. Under this method of accounting, ETP will retrospectively adjust its financial statements to reflect the consolidation of Regency beginning May 26, 2010 (the date ETE acquired Regency GP).

### **Listing of ETP Common Units; Delisting and Deregistration of Regency Common Units (See page 80)**

ETP common units are currently listed on the NYSE under the ticker symbol ETP. It is a condition to closing that the ETP common units to be issued in the merger to Regency unitholders be approved for listing on the NYSE, subject to official notice of issuance.

Regency common units are currently listed on the NYSE under the ticker symbol RGP. If the merger is completed, Regency common units will cease to be listed on the NYSE and will be deregistered under the Exchange Act.

### **No Appraisal Rights (See page 79)**

Appraisal rights are not available in connection with the merger under the Delaware LP Act or under the Regency partnership agreement.

### **Conditions to Consummation of the Mergers (See page 83)**

ETP and Regency currently expect to complete the merger in the second quarter of 2015, subject to receipt of required Regency unitholder and regulatory approvals and clearances and to the satisfaction or waiver of the other conditions to the transactions contemplated by the merger agreement described below.

As more fully described in this proxy statement/prospectus, each party's obligation to complete the transactions contemplated by the merger agreement depends on a number of customary closing conditions being satisfied or, where legally permissible, waived, including the following:

the merger agreement and the transactions contemplated thereby must have been approved by the affirmative vote or consent of the holders of at least a majority of the outstanding Regency common units, Class F units and Series A units as of the record date, voting together as a single class;

the waiting period applicable to the merger, if any, under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the HSR Act), must have been terminated or expired;

no law, injunction, judgment or ruling enacted, promulgated, issued, entered, amended or enforced by any governmental authority will be in effect enjoining, restraining, preventing or prohibiting the consummation of the transactions contemplated by the merger agreement or making the consummation of such transactions illegal;

the registration statement of which this proxy statement/prospectus forms a part must have been declared effective by the SEC and must not be subject to any stop order or proceedings initiated or threatened by the SEC; and

the ETP common units to be issued in the merger must have been approved for listing on the NYSE, subject to official notice of issuance.

The obligation of ETP to effect the merger is subject to the satisfaction or waiver of the following additional conditions:

the representations and warranties of Regency in the merger agreement being true and correct both when made and at and as of the date of the closing of the merger, subject to certain standards, including

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materiality and material adverse effect qualifications, as described under Proposal 1: The Merger Agreement Conditions to Consummation of the Merger;

Regency and Regency GP having performed, in all material respects, all obligations required to be performed by them under the merger agreement;

the receipt of an officer's certificate executed by an executive officer of Regency certifying that the two preceding conditions have been satisfied; and

ETP having received from Latham & Watkins LLP, tax counsel to ETP, a written opinion regarding certain U.S. federal income tax matters, as described under Proposal 1: The Merger Agreement Conditions to Consummation of the Merger.

The obligation of Regency to effect the merger is subject to the satisfaction or waiver of the following additional conditions:

the representations and warranties of ETP in the merger agreement being true and correct both when made and at and as of the date of the closing of the merger, subject to certain standards, including materiality and material adverse effect qualifications, as described under Proposal 1: The Merger Agreement Conditions to Consummation of the Merger;

ETP, ETP GP, Merger Sub A, and Merger Sub B having performed, in all material respects, all obligations required to be performed by them under the merger agreement;

the receipt of an officer's certificate executed by an executive officer of ETP certifying that the two preceding conditions have been satisfied;

Regency having received from Baker Botts L.L.P., tax counsel to Regency, a written opinion regarding certain U.S. federal income tax matters, as described under Proposal 1: The Merger Agreement Conditions to Consummation of the Merger ; and

ETP GP having executed and delivered to Regency an amendment to the ETP partnership agreement (the ETP partnership agreement amendment ), as described under Proposal 1: The Merger Agreement Conditions to Consummation of the Merger

**Amendment of ETP Partnership Agreement (See page 97)**

In conjunction with the merger, ETP GP will enter into the ETP partnership agreement amendment, providing for (i) the reduction by ETE, as the holder of ETP's incentive distribution rights, of (x) \$20 million in quarterly distributions in respect of such rights for four consecutive quarters commencing with the first quarter for which the related record date occurs on or following the closing and (y) \$15 million in quarterly distributions in respect of such

rights for 16 consecutive quarters thereafter, (ii) the creation and issuance of the ETP preferred units and (iii) a change in the definition of Operating Surplus in the ETP partnership agreement to provide that such term will include an amount equal to the operating surplus of Regency. See The Merger ETP Partnership Agreement Amendment.

**Regulatory Approvals and Clearances Required for the Merger (See page 79)**

Consummation of the merger is subject to the expiration or termination of the applicable waiting period under the HSR Act, if any. On February 11, 2015, ETP and Regency filed Notification and Report Forms with the Antitrust Division of the Department of Justice (the Antitrust Division ) and the Federal Trade Commission (the FTC ). On February 24, 2015, the FTC granted early termination of the waiting period under the HSR Act. See The Merger Regulatory Approvals and Clearances Required for the Merger.

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**No Solicitation by Regency of Alternative Proposals (See page 86)**

Under the merger agreement, Regency has agreed that it will not, and will cause its subsidiaries and use reasonable best efforts to cause its and its subsidiaries' directors, officers, employees, investment bankers, financial advisors, attorneys, accountants, agents and other representatives not to, directly or indirectly:

solicit, initiate, knowingly facilitate, knowingly encourage (including by way of furnishing confidential information) or knowingly induce or take any other action intended to lead to any inquiries or any proposals that constitute the submission of an alternative proposal;

grant approval to any person to acquire 20% or more of any partnership securities issued by Regency without such person being subject to the limitations in Regency's partnership agreement that prevents certain persons or groups that beneficially own 20% or more of any outstanding partnership securities of any class then outstanding from voting any partnership securities of such party on any matter; or

except as permitted by the merger agreement, enter into any confidentiality agreement, merger agreement, letter of intent, agreement in principle, unit purchase agreement, asset purchase agreement or unit exchange agreement, option agreement or other similar agreement relating to an alternative proposal.

In addition, the merger agreement requires Regency and its subsidiaries to (i) cease and cause to be terminated any discussions or negotiations with any persons conducted prior to the execution of the merger agreement regarding an alternative proposal, (ii) request the return or destruction of all confidential information previously provided to any such persons and (iii) immediately prohibit any access by any persons (other than the other party and its representatives) to any physical or electronic data room relating to a possible alternative proposal.

Notwithstanding these restrictions, the merger agreement provides that, under specified circumstances at any time prior to Regency unitholders voting in favor of adopting the merger agreement, Regency may furnish information, including confidential information, with respect to it and its subsidiaries to, and participate in discussions or negotiations with, any third party that makes a written alternative proposal that the Regency Board (upon the recommendation of the Regency Conflicts Committee), believes is bona fide so long as (after consultation with its financial advisors and outside legal counsel) the Regency Board determines in good faith that (i) such alternative proposal constitutes or could reasonably be expected to lead to or result in a superior proposal, (ii) failure to furnish such information or participate in such discussions would be inconsistent with the Regency Board's duties under the Regency partnership agreement and (iii) such alternative proposal did not result from a material breach of the no solicitation provisions in the merger agreement.

Regency has also agreed in the merger agreement that it (i) will promptly, and in any event within 24 hours after receipt, notify ETP of any alternative proposal or any request for information or inquiry with regard to any alternative proposal and the identity of the person making any such alternative proposal, request or inquiry (including providing ETP with copies of any written materials received from or on behalf of such person relating to such proposal, offer, request or inquiry) and (ii) will provide ETP the terms, conditions and nature of any such alternative proposal, request or inquiry. In addition, Regency agrees to keep ETP reasonably informed of all material developments affecting the status and terms of any such alternative proposals, offers, inquiries or requests (and promptly provide ETP with copies of any written materials received by it or that it has delivered to any third party making an alternative proposal that relate to such proposals, offers, requests or inquiries) and of the status of any such discussions or negotiations.



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**Change in Regency Board Recommendation (See page 87)**

The merger agreement provides that Regency will not, and will cause its subsidiaries and use reasonable best efforts to cause its representatives not to, directly or indirectly, withdraw, modify or qualify, or propose publicly to withdraw, modify or qualify, in a manner adverse to ETP, the recommendation of the Regency Board that Regency's unitholders adopt the merger agreement or publicly recommend the approval or adoption of, or publicly approve or adopt, or propose to publicly recommend, approve or adopt, any alternative proposal. In addition, subject to certain limitations, if Regency receives an alternative proposal it will, within five business days of receipt of a written request from ETP, publicly reconfirm the recommendation of the Regency Board that Regency's unitholders adopt the merger agreement and Regency may not unreasonably withhold, delay (beyond the five business day period) or condition such public reconfirmation.

Regency's taking or failing to take, as applicable, any of the actions described above is referred to as an adverse recommendation change.

Subject to the satisfaction of specified conditions in the merger agreement described under Proposal 1: The Merger Agreement Change in Regency Board Recommendation, the Regency Board may, at any time prior to the adoption of the merger agreement by Regency unitholders, effect an adverse recommendation change in response to either (i) any alternative proposal constituting a superior proposal or (ii) a changed circumstance that was not known to or reasonably foreseeable by the Regency Board prior to the date of the merger agreement, in each case if the Regency Board, upon the recommendation of the Regency Conflicts Committee and after consultation with its outside legal counsel and financial advisors, determines in good faith that the failure to take such action would be inconsistent with its duties under the Regency partnership agreement or applicable law.

**Termination of the Merger Agreement (See page 91)**

ETP or Regency may terminate the merger agreement at any time prior to the effective time:

by mutual written consent;

by either ETP or Regency:

if the merger has not occurred on or before December 31, 2015 (the outside date); *provided*, that the right to terminate is not available to a party if the inability to satisfy such condition was due to the failure of such party to perform any of its obligations under the merger agreement or if the other party has filed and is pursuing an action seeking specific performance pursuant to the terms of the agreement;

if any governmental authority has issued a final and nonappealable law, injunction, judgment or ruling that enjoins or otherwise prohibits the consummation of the transactions contemplated by the merger agreement or makes the transactions contemplated by the merger agreement illegal; *provided, however*, that the right to terminate is not available to a party if such final law, injunction, judgment or rule was due to the failure of such party to perform any of its obligations under the agreement; or

if the unitholders of Regency do not adopt the merger agreement at the special meeting or any adjournment or postponement of such meeting;

by ETP:

if an adverse recommendation change by the Regency Board shall have occurred;

if prior to the adoption of the merger agreement by Regency unitholders, Regency is in willful breach of its obligations to (i) duly call, give notice of and hold a special meeting of Regency unitholders for the purpose of obtaining unitholder approval of the merger agreement, use its



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reasonable best efforts to solicit proxies from unitholder in favor of such adoption and, through the Regency Board, recommend the adoption of the merger agreement to Regency unitholders or (ii) comply with the requirements described under Proposal 1: The Merger Agreement No Solicitation by Regency of Alternative Proposals, in each case, subject to certain exceptions discussed in Proposal 1: The Merger Agreement Termination of the Merger Agreement; or

if there is a breach by Regency of any of its representations, warranties, covenants or agreements in the merger agreement such that certain closing conditions would not be satisfied, or if capable of being cured, such breach has not been cured within 30 days following delivery of written notice of such breach by Regency, subject to certain exceptions discussed in Proposal 1: The Merger Agreement Termination of the Merger Agreement.

by Regency:

if there is a breach by ETP of any of its representations, warranties, covenants or agreements in the merger agreement such that certain closing conditions would not be satisfied, or if capable of being cured, such breach has not been cured within 30 days following delivery of written notice of such breach by ETP, subject to certain exceptions discussed in Proposal 1: The Merger Agreement Termination of the Merger Agreement ; or

prior to the adoption of the merger agreement by Regency's unitholders, in order to enter into (concurrently with such termination) any agreement, understanding or arrangement providing for a superior proposal in accordance with the requirements described under Proposal 1: The Merger Agreement No Solicitation by Regency of Alternative Proposals, including payment of the termination fee.

**Expenses (See page 93)**

Generally, all fees and expenses incurred in connection with the transactions contemplated by the merger agreement will be the obligation of the respective party incurring such fees and expenses.

In addition, following a termination of the merger agreement in specified circumstances, including if Regency unitholder approval is not obtained, Regency will be required to pay all of the reasonably documented out-of-pocket expenses incurred by ETP and its affiliates in connection with the merger agreement and the transactions contemplated thereby, up to a maximum amount of \$20.0 million. Following payment of the termination fee, Regency will not be obligated to pay any additional expenses incurred by ETP or its affiliates.

**Termination Fee (See page 92)**

Following termination of the merger agreement under specified circumstances, including due to an adverse recommendation change having occurred, Regency will be required to pay ETP a termination fee of \$450 million, less any expenses previously reimbursed by Regency pursuant to the merger agreement. Following payment of the termination fee, Regency will not be obligated to pay any additional expenses incurred by ETP or its affiliates.

**Comparison of Rights of ETP Unitholders and Regency Unitholders (See page 135)**

Regency unitholders will own ETP common units following the completion of the merger, and their rights associated with those ETP common units will be governed by the ETP partnership agreement, which differs in a number of respects from the Regency partnership agreement, and the Delaware LP Act.

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**Litigation Relating to the Merger (See page 81)**

Following the public announcement of the merger, nine putative unitholder class action and/or derivative action lawsuits were filed against Regency GP, the members of the Regency Board, ETP, ETP GP, ETE and, in the non-derivative actions, Regency. Six of the nine actions were filed in the United States District Court for the Northern District of Texas, and the other three actions were filed one in each of the 162<sup>nd</sup>, 134<sup>th</sup> and 192<sup>nd</sup> Judicial District Courts of Dallas County, Texas. Among other remedies, the plaintiffs seek to enjoin the transactions contemplated by the merger agreement. For more information, please read [The Merger](#) [Litigation Relating to the Merger](#).

**Corporate Structure Prior to and Following the Mergers**

The following represents the simplified corporate structure of ETE, ETP and Regency prior to the mergers:

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The following represents the simplified corporate structure of ETE, ETP and Regency following the completion of the mergers:

**Table of Contents****Selected Historical Consolidated Financial Data of ETP**

The following table shows ETP's selected audited historical consolidated financial data as of and for each of the years ended December 31, 2013, 2012, 2011, 2010 and 2009 and unaudited consolidated financial data for each of the nine months ended September 30, 2014 and 2013 and are derived from ETP's consolidated financial statements.

You should read the following historical financial data in conjunction with Management's Discussion and Analysis of Financial Condition and Results of Operations and the consolidated financial statements and the related notes thereto set forth in ETP's Annual Report on Form 10-K for the year ended December 31, 2013 and ETP's Quarterly Report on Form 10-Q for the quarter ended September 30, 2014, which are incorporated by reference into this proxy statement/prospectus. See Where You Can Find More Information.

<i>(Dollars in millions, except per unit data)</i>	<b>Historical</b>						
	<b>Nine Months Ended</b>		<b>Year Ended December 31,</b>				
	<b>September 30,</b>	<b>2013</b>	<b>2013</b>	<b>2012</b>	<b>2011</b>	<b>2010</b>	<b>2009</b>
<b>Statement of Operations Data:</b>							
Total revenues	\$ 38,879	\$ 34,307	\$ 46,339	\$ 15,702	\$ 6,799	\$ 5,843	\$ 5,378
Operating income	2,092	1,692	1,541	1,394	1,247	1,065	1,134
Income from continuing operations	1,453	1,197	735	1,757	700	623	797
Basic net income (loss) per limited partner unit	2.11	1.63	(0.18)	4.43	1.10	1.20	2.53
Diluted net income (loss) per limited partner unit	2.10	1.63	(0.18)	4.42	1.10	1.19	2.53
Cash distributions per unit	2.8650	2.6925	3.6125	3.5750	3.5750	3.5750	3.5750
<b>Balance Sheet Data (at period end):</b>							
Total assets	48,571	43,556	43,702	43,230	15,519	12,150	11,735
Long-term debt, less current maturities	17,540	16,352	16,451	15,442	7,388	6,405	6,177
Total equity	18,114	16,939	16,288	17,332	6,350	4,743	4,600
<b>Other Financial Data:</b>							
<b>Capital expenditures:</b>							
Maintenance (accrual basis)	196	234	343	313	134	99	103
Growth (accrual basis)	2,849	1,443	2,112	2,736	1,350	1,276	524
Cash paid for (received in) acquisitions	1,004	1,337	1,737	1,364	1,972	178	(30)

**Selected Historical Consolidated Financial Data of Regency**

The following summary historical consolidated balance sheet data as of December 31, 2013, 2012, 2011, 2010 and 2009 and the summary historical consolidated statement of operations for the years ended December 31, 2012, 2011 and 2009 and for the period from January 1, 2010 to May 25, 2010 and the period from May 26, 2010 to December 31, 2010, are derived from Regency's audited historical consolidated financial statements. The following selected historical consolidated financial data as of and for the nine months ended September 30, 2014 and 2013 are derived from Regency's unaudited condensed consolidated financial statements. On April 30, 2013, Regency acquired Southern Union Gathering Company, LLC (SUGS). Regency accounted for the acquisition in a manner similar to the pooling of interest method of accounting as it was a transaction between commonly controlled entities. Under this method of accounting, Regency reflected historical balance sheet data for Regency and SUGS instead of reflecting the

fair market value of SUGS assets and liabilities from the date of acquisition forward. Regency retrospectively adjusted its financial statements to include the balances and operations of SUGS from March 26, 2012 (the date upon which common control began). The SUGS acquisition does not impact historical earnings per unit as pre-acquisition earnings were allocated to predecessor equity. As a result of this accounting treatment, the balances and operations of SUGS are included in the financial data of both ETP and Regency for the period from March 26, 2012 to April 30, 2013.