Execution Version

AMENDMENT NO. 5 TO

SECOND AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP

OF

ENERGY TRANSFER PARTNERS, L.P.

AUGUST 21, 2013

This Amendment No. 5 (this "***Amendment No. 5***") to the Second Amended and Restated Agreement of Limited Partnership of Energy Transfer Partners, L.P. (the "***Partnership***"), dated as of July 28, 2009, as amended by Amendment No. 1 thereto dated as of March 26, 2012, Amendment No. 2 thereto dated as of October 5, 2012, Amendment No. 3 thereto dated April 15, 2013, and Amendment No. 4 thereto dated April 30, 2013 (as so amended, the "***Partnership Agreement***") is hereby adopted effective as of August 21, 2013, by Energy Transfer Partners GP, L.P., a Delaware limited partnership (the "***General Partner***"), as general partner of the Partnership. Capitalized terms used but not defined herein have the meaning given such terms in the Partnership Agreement.

WHEREAS, Section 13.1(g) of the Partnership Agreement provides that the General Partner, without the approval of any Partner, may amend any provision of the Partnership Agreement, to reflect an amendment that, in the discretion of the General Partner, is necessary or advisable in connection with the authorization of issuance of any class or series of Partnership Securities pursuant to Section 5.6 of the Partnership Agreement; and

WHEREAS, in connection with the transactions contemplated by the Exchange and Redemption Agreement dated as of August 7, 2013 by and among the Partnership, ETE Common Holdings, LLC, a Delaware limited liability company, and Energy Transfer Equity, L.P., a Delaware limited partnership, the Partnership has agreed to issue limited partner interests designated as Class H Units having the rights, preferences and privileges set forth in this Amendment No. 5; and

WHEREAS, the General Partner has determined that the authorization of issuance of the new class of Partnership Securities to be designated as "Class H Units" provided for in this Amendment No. 5 will be in the best interests of the Partnership and beneficial to the Limited Partners, including the holders of the Common Units; and

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

NOW THEREFORE, the General Partner does hereby amend the Partnership Agreement as follows:

Section 1. Amendments.

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

(i) "***Class H Units***" means a limited partner Partnership Interest which shall confer upon the holder thereof only the rights and obligations specifically provided in this Agreement with respect to Class H Units.

(ii) "***Exchange and Redemption Agreement***" means that certain Exchange and Redemption Agreement, by and among the Partnership, ETE Holdings and Energy Transfer Equity, L.P., dated as of August 7, 2013.

(iii) "***ETE Holdings***" means ETE Common Holdings, LLC, a Delaware limited liability company.

(iv) "***Percentage Interest***" means as of any date of determination (a) as to the General Partner with respect to its General Partner Interest, the product obtained by dividing (i) the Capital Account balance of the General Partner by (ii) the aggregate Capital Account balances of all Limited Partners and the General Partner, (b) as to any holder of a Common Unit or Assignee holding Common Units, the product of (i) 100% less the percentages applicable to paragraphs (a) and (c) multiplied by (ii) the quotient of the number of Common Units held by such Unitholder or Assignee divided by the total number of all Outstanding Common Units, and (c) as to the holders of additional Partnership Securities issued by the Partnership in accordance with Section 5.6, the percentage established as a part of such issuance. The Percentage Interest with respect to an Incentive Distribution Right and a Class H Unit shall at all times be zero.

(v) "***Sunoco Partners LLC***" means Sunoco Partners LLC, a Pennyslvania limited liability company.

(vi) "***SXL***" means Sunoco Logistics Partners, L.P., a Delaware limited partnership.

(vii) "***SXL GP Interest***" means the General Partner Interest (as such term is defined in the SXL Partnership Agreement) issued by SXL to, and held by, Sunoco Partners LLC.

(viii) "***SXL GP Percentage***" means 50.05% unless reduced pursuant to Section 5.12(b)(iv).

(ix) "***SXL IDRs***" means the Incentive Distribution Rights (as such term is defined in the SXL Partnership Agreement) issued by SXL to, and held by, Sunoco Partners LLC.

(x) "***SXL IDRs Percentage***" means 50.05%.

(xi) "***SXL Partnership Agreement***" means the Third Amended and Restated Agreement of Limited Partnership of SXL dated as of January 26, 2010, as it may be amended from time to time.

(xii) "***Unit***" means a Partnership Interest of a Limited Partner or Assignee in the Partnership and shall include Common Units, Class E Units and Class G Units, but shall not include (x) the general partner interest in the Partnership, (y) the Incentive Distribution Rights or (z) the Class H Units.

(b) Article V of the Partnership Agreement is hereby amended by adding a new Section 5.12 at the end thereof as follows:

"5.12 Establishment of Class H Units.

(a) General. The General Partner hereby designates and creates a class of Partnership Securities to be designated as "Class H Units" and initially consisting of a total of 50,160,000 Class H Units. The initial Class H Units shall be issued to ETE Holdings in exchange for 50,160,000 Common Units owned by ETE Holdings and currently outstanding and certain cash consideration to be paid in accordance with the Exchange and Redemption Agreement, and the redeemed Common Units shall be cancelled upon the issuance of the Class H Units in accordance with the Exchange and Redemption Agreement. In accordance with Section 5.6, the General Partner shall have the power and authority to issue additional Class H Units in the future.

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

(i) Initial Capital Account. The initial capital account with respect to each Class H Unit will be equal to the capital account of the Common Unit for which such Class H Unit was exchanged pursuant to the Exchange and Redemption Agreement.

(ii) Allocations.

(A) The Class H Units shall not be entitled to receive any (i) Net Income allocations pursuant to Section 6.1(a), (ii) Net Loss allocations pursuant to Section 6.1(b), (iii) Net Termination Gains and Net Termination Losses allocations pursuant to Section 6.1(c) or (iv) except as otherwise provided in

Section 5.12(b)(ii)(B), special allocations pursuant to Section 6.1(d). Allocations pursuant to Sections 6.1(a), 6.1(b), 6.1(c) and 6.1(d) (except as otherwise provided in Section 5.12(b)(ii)(B)) shall be made consistent with the fact that the Class H Units are not Units and the holders of the Class H Units are not Unitholders and have no Percentage Interests with respect to their Class H Units.

(B) For each taxable period, after the application of Section 6.1(d)(iii)(A) but before the application of Section 6.1(d)(iii)(B), the holders of the Class H Units shall be allocated, pro rata in proportion to the number of Class H Units of each such holder, (1) the SXL GP Percentage of (x) all Net Income or Net Losses (as such terms are defined and such amounts determined pursuant to the SXL Partnership Agreement), (y) all Net Termination Gains or Net Termination Losses (as such terms are defined and such amounts determined pursuant to the SXL Partnership Agreement) and (z) any other items of income, gain, loss or deduction allocated to the Partnership by Sunoco Partners LLC with respect to the SXL GP Interest for such taxable period (including, for the avoidance of doubt, any gain or loss allocable by the Partnership that is attributable to the sale of the SXL GP Interest) and (2) (x) gross income and gain until the aggregate amount of such items allocated pursuant to this Section 5.12(b)(ii)(B)(2)(x) for the current taxable period and all previous taxable periods is equal to the cumulative amount of all distributions made to the holders of the Class H Units pursuant to Section 5.12(b)(iii)(B)(2) and (y) the SXL IDRs Percentage of all Net Termination Gains or Net Termination Losses (as such terms are defined and such amounts determined pursuant to the SXL Partnership Agreement) and any other items of income, gain, loss or deduction allocated to the Partnership by Sunoco Partners LLC with respect to the SXL IDRs for such taxable period other than gross income or gain that was allocated to Sunoco Partners with respect to the SXL IDRs pursuant to Section 6.1(d)(iii)(B) of the SXL Partnership Agreement.

(C) For each taxable period, after the application of Section 6.1(d)(iii)(A) but before the application of Section 6.1(d)(iii)(B), and after making the allocations provided for in Section 5.12(b)(ii)(B), the holders of the Class H Units shall be allocated, pro rata in proportion to the number of Class H Units of each such holder gross income or gain until the aggregate amount of such items allocated to the holders of the Class H Units pursuant to this Section 5.12(b)(ii)(C) for the current taxable period and all previous taxable periods is equal to the cumulative amount of all

distributions made to the holders of the Class H Units pursuant to Section 5.12(b)(iii)(C).

(D) The allocation provisions set forth in Sections 5.12(b)(ii)(B) and 5.12(b)(ii)(C) shall be effective as of the first Business Day of the month during which the Class H Units are issued pursuant to the Exchange and Redemption Agreement, and the Class H Units will be deemed to have been issued and outstanding, and the Common Units for which such Class H Units were exchanged shall be deemed to not be outstanding, on such first Business Day for purposes of Section 5.12(b)(ii)(B) and applying the provisions of Section 6.2(g).

(iii) Distributions.

(A) The holders of the Class H Units shall be entitled to receive distributions of Available Cash only to the extent set forth in Section 5.12(b)(iii)(B) and, consistent with the fact that the Class H Units are not Units and the holders of the Class H Units are not Unitholders and have no Percentage Interests with respect to their Class H Units, shall not be entitled to receive distributions of Available Cash pursuant to Sections 6.4 or 6.5.

(B) Prior to making any distributions of Available Cash with respect to any Quarter pursuant to Sections 6.4 or 6.5, subject to Section 17-607 of the Delaware Act, Available Cash with respect to any Quarter that is deemed to be either Operating Surplus or Capital Surplus and that would otherwise be distributed pursuant to Sections 6.4 or 6.5 will first be distributed to the holders of the Class H Units, pro rata in proportion to the number of Class H Units of each such holder, as follows:

(1) first, an amount equal to the excess, if any, of (a) the SXL GP Percentage of all amounts currently or previously distributed, in each case on or after August 21, 2013, to the Partnership by Sunoco Partners LLC with respect to the SXL GP Interest (including any proceeds attributable to the sale of the SXL GP Interest) over (b) the cumulative amount of Available Cash previously distributed to the holders of Class H Units pursuant to this Section 5.12(b)(iii)(B)(1);

(2) second, an amount equal to the excess, if any, of (a) the SXL IDRs Percentage of all amounts currently or previously distributed, in each case on or after August 21, 2013, to the Partnership by Sunoco Partners

LLC with respect to the SXL IDRs (including any proceeds attributable to the sale of the SXL IDRs), over (b) the cumulative amount of Available Cash previously distributed to the holders of Class H Units pursuant to this Section 5.12(b)(iii)(B)(2); and

(3) third, an amount equal to the excess, if any, of (a) the amount set forth below under the column entitled "Distribution Amount" with respect to each completed Quarter specified below; provided, however, (i) in the event that, for any Quarter commencing on or after June 30, 2013 and ending on or before March 31, 2017 as to which the amount of distributions relating to the Incentive Distribution Rights relinquished as a result of Section 6.4(d) exceeds the amount specified in the column below entitled "Adjustment Amount," then the amount of the distribution specified below under the caption "Distribution Amount" shall be increased by the amount of such excess for such Quarter and (ii) in the event that, for any Quarter commencing on or after June 30, 2013 and ending on or before March 31, 2017 as to which the amount of distributions relating to the Incentive Distribution Rights relinquished as a result of Section 6.4(d) is less than the amount specified in the column below entitled "Adjustment Amount," then the amount of the distribution specified below under the caption "Distribution Amount" shall be reduced by the amount of such deficiency for such Quarter over (b) the cumulative amount of Available Cash previously distributed to the holders of the Class H Units pursuant to this Section 5.12(b)(iii)(B)(3).

Quarter Ending	Distribution Amount	Adjustment Amount
September 30, 2013	$35,000,000	$24,000,000
December 31, 2013	$35,000,000	$24,000,000
March 31, 2014	$29,000,000	$24,250,000
June 30, 2014	$29,000,000	$24,250,000
September 30, 2014	$29,000,000	$24,250,000
December 31, 2014	$29,000,000	$24,250,000
March 31, 2015	$43,000,000	$24,250,000
June 30, 2015	$31,000,000	$12,250,000
September 30, 2015	$13,000,000	$12,250,000
December 31, 2015	$13,000,000	$12,250,000
March 31, 2016	$ 7,500,000	$13,000,000

June 30, 2016	$ 7,500,000	$13,000,000
September 30, 2016	$ 7,500,000	$13,000,000
December 31, 2016	$ 7,500,000	$13,000,000
March 31, 2017	$13,000,000	$13,000,000

(C) Available Cash remaining after making the distributions required pursuant to Section 5.12(b)(iii)(B) will be distributed as set forth in Sections 6.4 and 6.5.

(iv) Capital Contributions by Sunoco Partners LLC. To the extent that Sunoco Partners LLC is required or elects to make a capital contribution to SXL with respect to the SXL GP Interest and such capital contribution is funded in whole or in part by the Partnership through a capital contribution by the Partnership to Sunoco Partners LLC, then the SXL GP Percentage shall be reduced proportionately based on the value of the SXL GP Interest at the time of the capital contribution in order to reflect such capital contribution by the Partnership.

(v) Voting Rights. Except as set forth in this Section 5.12(b)(v) and Section 13.3(c) and except to the extent the Delaware Act gives the Class H Units a vote as a class on any matter, the Class H Units shall not have any voting rights. With respect to any matter on which the Class H Units are entitled to vote, each Class H Unit will be entitled to one vote on such matter. The General Partner shall not, without the affirmative vote or written consent of holders of a majority of the Class H Units then Outstanding, (1) amend, alter, modify or change this Section 5.12 (or vote or consent or resolve to take such action) or (2) authorize the issuance of any class or series of Partnership Securities with distribution rights prior to the Liquidation Date (as defined in the Partnership Agreement) that are senior to or on a parity with the Class H Units or that have allocation rights that are senior to or on a parity with the allocations with respect to Net Termination Gains described in Sections 5.12(b)(ii)(B)(1)(y) and 5.12(b)(ii)(B)(2)(y).

(vi) Redemption and Conversion Rights. The Class H Units will be perpetual and shall not have any rights of redemption or conversion.

(vii) Certificates; Book-Entry. Unless the General Partner shall determine otherwise, the Class H Units shall not be evidenced by certificates. Any certificates relating to the Class H Units that may be issued will be in such form as the General Partner may approve. The Class H Units, subject to the satisfaction of any applicable legal, regulatory and contractual requirements, may be assigned or transferred in a manner identical to and as if the Class H Units were Units in the Partnership.

(viii) Registrar and Transfer Agent. Unless and until the General Partner determines to assign the responsibility to another Person, the General Partner will act as the registrar and transfer agent for the Class H Units.

Section 2. Except as hereby amended, the Partnership Agreement shall remain in full force and effect.

Section 3. This Amendment shall be governed by, and interpreted in accordance with, the laws of the State of Delaware, all rights and remedies being governed by such laws without regard to principles of conflicts of laws.

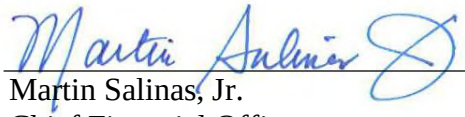
[*Signature page follows*]

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

GENERAL PARTNER:

ENERGY TRANSFER PARTNERS GP, L.P.

By: **Energy Transfer Partner, L.L.C.**,
its general partner

By: 
Name: Martin Salinas, Jr.
Title: Chief Financial Officer