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

FORM 8-K

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

Date of Report (Date of earliest event reported): **September 14, 2011**

ENERGY TRANSFER EQUITY, L.P.
(Exact name of Registrant as specified in its charter)

Delaware	001-32740	30-0108820
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification Number)

3738 Oak Lawn Dallas, Texas 75219
(Address of principal executive offices, including zip code)

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

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

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

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

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

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

Item 1.01. Entry into a Material Definitive Agreement.

Amendment to Second Amended and Restated Agreement and Plan of Merger

On September 14, 2011, Energy Transfer Equity, L.P. (the “Partnership”) entered into Amendment No. 1 (the “Merger Amendment”) to that certain Second Amended and Restated Agreement and Plan of Merger, dated as of July 19, 2011 (the “Second Amended Merger Agreement”), by and among the Partnership, Sigma Acquisition Corporation (“Merger Sub”) and Southern Union Company (“SUG”). The Merger Amendment, among other things, describes with more specificity the cooperation that SUG and certain of its subsidiaries have agreed to provide to Energy Transfer Partners, L.P. (“ETP”) in connection with certain financing activities of ETP relating to the Citrus Merger (as defined below), including with respect to a guarantee of certain indebtedness to be incurred by ETP. The Citrus Merger is anticipated to occur immediately prior to the effective time of Merger Sub’s merger with and into SUG (the “Merger”). Upon the Partnership’s request, SUG has agreed to cause to be prepared and filed with the Securities and Exchange Commission (the “SEC”) a registration statement on Form S-1 to register the Guaranty (as defined below) by PEPL Holdings, LLC, a newly formed indirect subsidiary of SUG (“PEPL Holdings”), in connection with ETP’s proposed financing for the Citrus Merger. The filing and effectiveness of such registration statement is not a condition to consummation of the Merger.

The foregoing description of the Merger Amendment does not purport to be complete and is subject, and qualified in its entirety by reference, to the full text of the Merger Amendment, which is included as Exhibit 2.1 hereto and incorporated herein by reference. See the Partnership’s Current Report on Form 8-K filed on July 20, 2011 for a more detailed summary of the Second Amended Merger Agreement.

Amendment to Citrus Merger Agreement

In connection with the Merger, on September 14, 2011, the Partnership and ETP entered into Amendment No. 1 (the “Citrus Merger Amendment”) to that certain Amended and Restated Agreement and Plan of Merger, dated as of July 19, 2011 (the “Citrus Merger Agreement”). As previously reported, immediately prior to the effective time of the Merger, the Partnership will assign and SUG will assume the benefits and obligations of the Partnership under the Citrus Merger Agreement and, if the conditions to closing of the Second Amended Merger Agreement have been satisfied or will be satisfied upon closing, cause the merger of Citrus ETP Acquisition, L.L.C. with and into CrossCountry Energy, LLC, which indirectly holds a 50% interest in Citrus Corp., which in turn owns 100% of Florida Gas Transmission Company, LLC (the “Citrus Merger”). The consummation of the Citrus Merger is not a condition to consummation of the Merger.

The Citrus Merger Amendment provides, among other things, that, immediately prior to the effective time of the Merger (i) SUG will contribute all of its ownership interests in Panhandle Eastern Pipe Line Company, LP and its subsidiaries to PEPL Holdings; and (ii) PEPL Holdings will guarantee (the “Guaranty”) certain indebtedness to be incurred by ETP related to the Citrus Merger.

The foregoing description of the Citrus Merger Amendment does not purport to be complete and is subject, and qualified in its entirety by reference, to the full text of the Citrus Merger Amendment, which is included as Exhibit 2.2 hereto and incorporated herein by reference. See the Partnership’s Current Report on Form 8-K filed on July 20, 2011 for a more detailed summary of the Citrus Merger Agreement and the Citrus Merger.

Forward-Looking Statements

This report may include certain statements concerning expectations for the future, including statements regarding the anticipated benefits and other aspects of the proposed Merger or the Citrus Merger, that are forward-looking statements as defined by federal law. Such forward-looking statements are subject to a variety of known and unknown risks, uncertainties, and other factors that are difficult to predict and many of which are beyond the control of the management teams of the Partnership, ETP or SUG. Among those is the risk that conditions to closing the Merger or the Citrus Merger are not met or that the anticipated benefits from the proposed Merger or the Citrus Merger cannot be fully realized. An extensive list of factors that can affect future results are discussed in the reports filed with the SEC by the Partnership, ETP and SUG. The Partnership, ETP and SUG undertake no obligation to update or revise any forward-looking statement to reflect new information or events.

Additional Information

In connection with the Merger, the Partnership and SUG have filed a proxy statement / prospectus and other documents with the SEC. **Investors and security holders are urged to carefully read the definitive proxy statement / prospectus because it contains important information regarding the Partnership, SUG and the Merger.**

A definitive proxy statement / prospectus will be sent to stockholders of SUG seeking their approval of the transaction. Investors and security holders may obtain a free copy of the definitive proxy statement / prospectus (when available) and other documents filed by the Partnership and SUG with the SEC at the SEC's website, www.sec.gov. The definitive proxy statement / prospectus and such other documents relating to the Partnership may also be obtained free of charge by directing a request to Energy Transfer Equity, L.P., Attn: Investor Relations, 3738 Oak Lawn Avenue, Dallas, Texas 75219, or from the Partnership's website, www.energytransfer.com. The definitive proxy statement / prospectus and such other documents relating to SUG may also be obtained free of charge by directing a request to Southern Union Company, Attn: Investor Relations, 5444 Westheimer Road, Houston, Texas 77056, or from SUG's website, www.sug.com.

The Partnership, SUG and their respective directors and executive officers may, under the rules of the SEC, be deemed to be "participants" in the solicitation of proxies in connection with the proposed transaction. Information concerning the interests of the persons who may be "participants" in the solicitation is set forth in the proxy statement / prospectus.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

Exhibit Number	Description of the Exhibit
2.1	Amendment No. 1, dated as of September 14, 2011, to Second Amended and Restated Agreement and Plan of Merger, dated as of July 19, 2011, by and among Energy Transfer Equity, L.P., Sigma Acquisition Corporation and Southern Union Company
2.2	Amendment No. 1, dated as of September 14, 2011, to Amended and Restated Agreement and Plan of Merger, dated as of July 19, 2011, by and between Energy Transfer Partners, L.P. and Energy Transfer Equity, L.P.

SIGNATURES

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

Energy Transfer Equity, L.P.

By: LE GP, LLC,
its general partner

Date: September 14, 2011

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

EXHIBIT INDEX

Exhibit Number	Description of the Exhibit
2.1	Amendment No. 1, dated as of September 14, 2011, to Second Amended and Restated Agreement and Plan of Merger, dated as of July 19, 2011, by and among Energy Transfer Equity, L.P., Sigma Acquisition Corporation and Southern Union Company
2.2	Amendment No. 1, dated as of September 14, 2011, to Amended and Restated Agreement and Plan of Merger, dated as of July 19, 2011, by and between Energy Transfer Partners, L.P. and Energy Transfer Equity, L.P.

Exhibit 2.1

Execution Copy

AMENDMENT NO. 1

TO

SECOND AMENDED AND RESTATED AGREEMENT AND PLAN OF MERGER

AMENDMENT NO. 1 (this "Amendment"), dated as of September 14, 2011, to Second Amended and Restated Agreement and Plan of Merger (the "Agreement"), dated as of July 19, 2011, by and among Energy Transfer Equity, L.P., a Delaware limited partnership ("Parent"), Sigma Acquisition Corporation, a Delaware corporation and a direct wholly owned subsidiary of Parent ("Merger Sub"), and Southern Union Company, a Delaware corporation (the "Company").

W I T N E S S E T H :

WHEREAS, the Company, Parent and Merger Sub desire to amend certain provisions of the Agreement pursuant to Section 8.11 thereof, as more particularly set forth in this Amendment.

NOW, THEREFORE, in consideration of the mutual agreements set forth in the Agreement and this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company, Parent and Merger Sub hereby agree as follows:

ARTICLE I.

AMENDMENTS

Section 1.1. Defined Terms; References. Unless otherwise specifically defined in this Amendment, each term used herein that is defined in the Agreement has the meaning assigned to such term in the Agreement. When a reference is made in this Amendment to an Article or Section, such reference shall be to an Article or Section of the Agreement unless the context otherwise requires. The words "hereof," "herein" and "hereby" and words of similar import when used in the Agreement shall refer, from and after the date of this Amendment, to the Agreement as amended by this Amendment.

Section 1.2. Amendment to Recitals. The fourth WHEREAS clause of the Recitals to the Agreement is hereby amended and restated in its entirety as follows:

"WHEREAS, prior to consummation of the Merger, the Company will cause CCE Holdings, LLC, a Delaware limited liability company and an indirect, wholly owned Subsidiary of the Company ("CCE Holdings"), to contribute to Merger Sub, in exchange for shares in Merger Sub reflecting an equity interest proportionate to its Deemed Share (as defined herein), an amount equal to the proceeds it receives, if any, pursuant to the Citrus Transfer, not to exceed $1,450,000,000;"

Section 1.3. Amendment to Section 1.8. Section 1.8 of the Agreement is hereby amended and restated in its entirety as follows:

"Merger Sub Contribution. Immediately prior to the Effective Time, the Company shall cause CCE Holdings to contribute to Merger Sub the funds, if any, CCE Holdings receives pursuant to the Citrus Transfer (not to exceed $1,450,000,000) in exchange for an equity interest in Merger Sub proportionate to its Deemed Share. Such obligation shall be deemed satisfied by the Company's compliance with clause (ii) of Section 2.3(a). As used herein, "Deemed Share" means the fraction (a) the numerator of which is the amount, if any, contributed by CCE Holdings to Merger Sub pursuant to this Section 1.8 and (b) the denominator of which is the aggregate value of the Merger Consideration, valuing the Common Units based upon the volume weighted average price of the Common Units for the five trading days ending on the trading day immediately preceding the Effective Time."

Section 1.4. Amendment to Section 2.1(c). Section 2.1(c) of the Agreement is hereby amended and restated in its entirety as follows:

"Conversion and Cancellation of Merger Sub Common Stock. At the Effective Time, by virtue of the Merger and without any action on the part of any holder thereof, each share of common stock, par value $1.00 per share, of Merger Sub issued and outstanding immediately prior to the Effective Time and (i) held by Parent, shall be converted into and become one validly issued, fully-paid and nonassessable share of common stock, par value $1.00 per share, of the Surviving Corporation and shall constitute the only outstanding shares of capital stock of the Surviving Corporation and (ii) held by CCE Holdings, shall be cancelled and retired and shall cease to exist, and no consideration shall be delivered in exchange for such cancellation and retirement. From and after the Effective Time, all certificates representing the capital stock of Merger Sub held by Parent shall be deemed for all purposes to represent the number of shares of common stock of the Surviving Corporation into which they were converted in accordance with the immediately preceding sentence."

Section 1.5. Amendment to Section 2.1(f). Section 2.1(f) of the Agreement is hereby amended by deleting the reference to "Section 2.1(a)(iii)" set forth therein and replacing such reference with a reference to "Section 2.1(a)(ii)".

Section 1.6. Amendment to Section 2.2(b). Section 2.2(b) of the Agreement is hereby amended and restated in its entirety as follows:

"(b) Each Election Form shall permit the holder (or the beneficial owner through appropriate and customary documentation and instructions), other than any holder of Dissenting Shares, to specify (i) the number of shares of such holder's Company Common Stock with respect to which such holder elects to receive the Per Share Common Unit Consideration and (ii) the number of shares of such holder's Company Common Stock with respect to which such holder elects to receive the Per Share Cash Consideration. Any Shares with respect to which the Exchange Agent has not received an effective, properly completed Election Form on or before 5:00 p.m., New York time, on the twentieth (20th) business day following the Mailing Date (or such other time and date as Parent and the Company shall agree) (the "Election Deadline") (other than Cancelled Shares or any shares of Company Common Stock that constitute Dissenting Shares as of such time) shall be deemed to be "No Election Shares"."

Section 1.7. Amendment to Section 2.3(a). Section 2.3(a) of the Agreement is hereby amended and restated in its entirety as follows:

"Exchange Agent. Prior to the Effective Time, Parent shall appoint an exchange agent mutually acceptable to Parent and the Company (the "Exchange Agent") for the purpose of exchanging Shares for Merger Consideration. Prior to the Effective Time, (i) Parent shall deposit, or shall cause to be deposited, with the Exchange Agent, in trust for the benefit of holders of the Shares (other than the Cancelled Shares and any Dissenting Shares), certificates representing the Common Units issuable pursuant to Section 2.1(a) and Section 5.6(a) (or appropriate alternative arrangements shall be made by Parent if uncertificated Common Units will be issued) and an amount of cash sufficient (when combined with the Company Cash Funds) to effect the delivery of the Merger Consideration to the holders of Company Common Shares (other than Cancelled Shares and any Dissenting Shares) and (ii) the Company shall cause CCE Holdings to deposit the Company Cash Funds with the Exchange Agent. Following the Effective Time, Parent agrees to make available to the Exchange Agent, from time to time as needed, cash sufficient to pay any distributions pursuant to Section 2.3(c). All such certificates representing Common Units and cash deposited with the Exchange Agent from time to time is hereinafter referred to as the "Exchange Fund." As used herein, "Company Cash Funds" means the cash proceeds received, if any, by CCE Holdings pursuant to the Citrus Transfer, not to exceed $1,450,000,000."

Section 1.8. Amendment to Section 5.19. Section 5.19 of the Agreement is hereby amended and restated in its entirety as follows:

"Citrus Transfer. Assuming all conditions to consummation of the Merger have been satisfied or will be satisfied upon the Closing, the Company will assume (and Parent will assign its rights), immediately prior to the Effective Time, the obligations and rights of Parent under the Amended and Restated Merger Agreement (as amended effective September 14, 2011, and as otherwise amended from time to time with the Company's prior written consent, such consent not to be unreasonably withheld, delayed or conditioned, the "ETP Merger Agreement"), substantially in the form attached hereto as Exhibit B, and perform Parent's obligations under the ETP Merger Agreement, including consummation of the transactions contemplated thereby (the "Citrus Transfer"), if all conditions to consummation set forth in Sections 6.1 and 6.2 of the ETP Merger Agreement have been satisfied or will be satisfied at closing thereof. Provided that the Company has used its reasonable best efforts to comply with its obligations under this Section 5.19 in all material respects, the consummation of the Citrus Transfer shall not otherwise be a condition to consummation of the Merger."

Section 1.9. Addition of Section 5.20. Article V of the Agreement is hereby amended to add the following after Section 5.19 and before Article VI:

"Section 5.20 PEPL Holdings Guarantee.

(a) If a request in writing is made by Parent to the Company, the Company shall use its reasonable best efforts to cause to be prepared and filed with the SEC a Registration Statement on Form S-1 or such other registration form as may be appropriate ("Guarantor Registration Statement") for the purpose of registering the guarantee (the "Guarantee") by PEPL

Holdings, LLC, a Delaware limited liability company and indirect subsidiary of the Company ("PEPL Holdings"), of a new and separate borrowing by ETP that will be used by ETP exclusively to pay the cash consideration under the ETP Merger Agreement (the "ETP Debt"), as promptly as reasonably practicable and in any event no later than 45 days after such request. Notwithstanding anything to the contrary contained herein, the Guarantee shall not be effective until immediately prior to the Effective Time and shall be nonrecourse to Southern Union. The Company shall use its reasonable best efforts to cause the Guarantor Registration Statement to be declared effective under the Securities Act as promptly as reasonably practicable after such filing and to keep the Guarantor Registration Statement effective as long as necessary to consummate the offering of the Guarantee and the other transactions involving the ETP Debt. The Company shall also use its reasonable best efforts to take or cause to be taken any action required to be taken under any applicable state or provincial securities laws in connection with the issuance of the Guarantee, and the Company shall furnish or cause to be furnished all information concerning the Company, PEPL Holdings or their respective affiliates as may be reasonably requested in connection with any such action. No filing of, or amendment or supplement to, the Guarantor Registration Statement will be made by PEPL Holdings without Parent's prior consent (which consent shall not be unreasonably withheld, delayed or conditioned) and without providing Parent a reasonable opportunity to review and comment thereon. The Company will advise Parent promptly after it or PEPL Holdings receives oral or written notice of the time when the Guarantor Registration Statement has become effective or any supplement or amendment has been filed, the issuance of any stop order, the suspension of the qualification of the Guarantee for offering or sale in any jurisdiction, or any oral or written request by the SEC for amendment of the Guarantor Registration Statement or comments thereon and responses thereto or requests by the SEC for additional information, and will promptly provide Parent with copies of any written communication from the SEC or any state securities commission. If at any time prior to the Effective Time any information relating to PEPL Holdings, or any of its affiliates, officers or directors, is discovered by the Company or PEPL Holdings which should be set forth in an amendment or supplement to the Guarantor Registration Statement, so that such document would not include any misstatement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the Company shall promptly notify Parent and the Company shall cause to be promptly filed with the SEC an appropriate amendment or supplement describing such information and, to the extent required by law, disseminate such information to the holders of the Guarantee. Parent shall, and shall use its reasonable best efforts to cause its affiliates including ETP and its and their respective officers, employees, agents and representatives, to provide to the Company cooperation reasonably requested by the Company that is necessary or reasonably required in connection with the Guarantor Registration Statement, including without limitation, purchase price fair value allocation adjustment information related to PEPL Holdings and its affiliates. None of the information provided by Parent or any of its affiliates including ETP for inclusion or incorporation by reference in the Guarantor Registration Statement to be filed with the SEC in connection with the Guarantee will, at the time the Guarantor Registration Statement becomes effective under the Securities Act, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading. Notwithstanding the foregoing provisions of this Section 5.20(a), no representation or warranty is made by Parent with respect to information or statements made or incorporated by reference in the Guarantor Registration Statement that were not supplied by or on behalf of Parent or any of its affiliates including ETP.

(b) If, in lieu of one or more offerings of ETP Debt that are registered under the Securities Act, ETP elects to issue the ETP Debt in one or more offerings exempt from registration under the Securities Act (including sales under Rule 144A of the Securities Act) (collectively, the "Exempt Offerings"), then the Company will cause PEPL Holdings to provide ETP with such information regarding PEPL Holdings and its affiliates as may be necessary or appropriate to facilitate the Exempt Offerings, including information regarding the business, financial condition, results of operations and management of PEPL Holdings and its affiliates, together with financial statements of PEPL Holdings that would customarily be included in a Rule 144A offering memorandum. If at any time prior to the closing of an Exempt Offering any information relating to PEPL Holdings, or any of its affiliates, officers or directors, is discovered by the Company or PEPL Holdings which should be set forth in an amendment or supplement to the offering document relating to such Exempt Offering, so that such document would not include any misstatement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the Company shall promptly provide Parent with such information for inclusion in an amendment or supplement to such document."

(c) The reasonable out-of-pocket costs and expenses of such cooperation and actions under this Section 5.20 shall be borne by the Parent. Parent shall indemnify the Company, PEPL Holdings and their affiliates and their respective officers, directors or managers against any liabilities and expenses (including attorneys' fees) resulting from any of the actions under this Section 5.20, other than with respect to any liabilities and expenses resulting from misstatements of a material fact by PEPL Holdings and its affiliates, or omissions to state any material facts necessary to make the statements provided by PEPL Holdings and its affiliates, in light of the circumstances under which they were made, not misleading. Notwithstanding anything to the contrary contained in this Agreement, the Company shall not be deemed to be in breach of the covenants set forth in this Section 5.20 so long as it has acted in good faith to comply with its obligations set forth herein and, for the avoidance of doubt, the filing or effectiveness of the Guarantor Registration Statement shall not otherwise be a condition to consummation of the Merger.

Section 1.10. Amendment to Section 8.15(b). Section 8.15(b) of the Agreement is hereby amended to include references to the following definitions in their appropriate alphabetical order:

"CCE Holdings	Recitals"
"ETP Debt	Section 5.20(a)"
"Exempt Offerings	Section 5.20(b)"
"Guarantee	Section 5.20(a)"
"Guarantor Registration Statement	Section 5.20(a)"
"PEPL Holdings	Section 5.20(a)"

ARTICLE II.

MISCELLANEOUS

Section 2.1. No Other Amendments; No Waiver of Rights. Except as amended by this Amendment, the Agreement shall remain unmodified and in full force and effect.

Section 2.2. Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

Section 2.3. Counterparts. This Amendment may be executed in two or more counterparts (including by facsimile), each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument, and shall become effective when one or more counterparts have been signed by each of the parties and delivered (by telecopy of otherwise) to the other parties.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered as of the date first above written.

ENERGY TRANSFER EQUITY, L.P.

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

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

SIGMA ACQUISITION CORPORATION

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

SOUTHERN UNION COMPANY

By: /s/ Eric D. Herschmann
Name: Eric D. Herschmann
Title: President and Chief Operating Officer

[Signature Page to Sigma Amendment No.1]

Exhibit 2.2

Execution Copy

AMENDMENT NO. 1

TO

AGREEMENT AND PLAN OF MERGER

AMENDMENT NO. 1 (this "***Amendment***"), dated as of September 14, 2011, to Amended and Restated Agreement and Plan of Merger (the "***Agreement***"), dated as of July 19, 2011, by and among Energy Transfer Partners, L.P., a Delaware limited partnership ("***ETP***"), and Energy Transfer Equity, L.P., a Delaware limited partnership ("***ETE***").

R E C I T A L S

WHEREAS, ETE and ETP desire to amend certain provisions of the Agreement pursuant to Section 10.1 thereof, as more particularly set forth in this Amendment.

A G R E E M E N T S

NOW, THEREFORE, in consideration of the mutual agreements set forth in the Agreement and this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ETE and ETP hereby agree as follows:

ARTICLE I
AMENDMENTS

1.1 Defined Terms; References. Unless otherwise specifically defined in this Amendment, each term used herein that is defined in the Agreement has the meaning assigned to such term in the Agreement, and each reference to a specific Section or Article shall refer to the particular Section or Article in the Agreement. Each reference to "hereof," "hereunder," "herein," "hereby" and each other similar reference contained in the Agreement shall refer, from and after the date of this Amendment, to the Agreement as amended by this Amendment.

1.2 Amendment to Section 2.4. Section 2.4 of the Agreement is hereby amended and restated in its entirety as follows:

"***Effect of Merger***. At the Effective Time, by virtue of the merger and without any further action on the part of any member of CrossCountry Energy or ETP Merger Sub or any further action by any party or other person, (i) (a) all of the limited liability company interests in ETP Merger Sub (all of which are owned by ETP) shall automatically be converted into and become all of the limited liability company interests in the Surviving Entity, (b) ETP shall automatically be deemed admitted to the Surviving Entity as the sole member in respect of such limited liability company interests and (c) the Surviving Entity shall continue without dissolution; and (ii) (a) all of the limited liability company interests in CrossCountry Energy indirectly owned by Southern Union through CCE Holdings immediately prior to the effective time (which constituted all of the limited liability company interests in CrossCountry Energy at such time) shall automatically be converted into the right to receive the Merger Consideration and shall otherwise cease to be outstanding and (b) CCE Holdings shall cease to be a member of CrossCountry Energy and the Surviving Entity."

1.3 Amendment to Section 2.8. Section 2.8 of the Agreement is hereby amended and restated in its entirety as follows:

"***Borrowing by ETP; Tax Treatment of Merger and Cash Consideration***. In connection with the Sigma Merger, following the Panhandle Contribution and immediately prior to the effective time of the Sigma Merger, PEPL Holdings shall guarantee by collection (on a non recourse basis to Southern Union) a new and separate borrowing by ETP that will be used by ETP exclusively to pay the Cash Consideration (the "***ETP Debt***"). ETP shall finance the amount of the Cash Consideration pursuant to the ETP Debt. The Parties intend that for United States federal income tax purposes (i) the Merger shall be treated as a contribution by Southern Union to ETP of the assets of CrossCountry Energy (and the assets of the subsidiaries of CrossCountry Energy that are also treated as disregarded entities of Southern Union) in exchange for the Cash Consideration and Unit Consideration in a transaction consistent with the requirements of Section 721(a) of the Code; (ii) the receipt by CCE Holdings of the Cash Consideration shall be treated as a distribution to Southern Union by ETP under Section 731 of the Code; (iii) the distribution of the Cash Consideration to CCE Holdings shall be made first out of proceeds of the ETP Debt, and such portion of the Cash Consideration shall qualify as a "debt-financed transfer" under Section 1.707-5(b) of the Treasury Regulations promulgated under the Code (the "***Treasury Regulations***"); and (iv) Southern Union's share of the ETP Debt under Sections 1.752-2 and 1.707-5(a)(2)(i) of the Treasury Regulations shall be the entire amount of the ETP Debt. The Parties agree to file all Tax Returns and otherwise act at all times in a manner consistent with this intended treatment of the Merger, the Cash Consideration and the ETP Debt, including disclosing the distribution of the Cash Consideration in accordance with the requirements of Section 1.707-3(c)(2) of the Treasury Regulations."

1.4 Amendment to Section 2.10(c). Section 2.10(c) of the Agreement is hereby amended and restated in its entirety as follows:

"ETP Deliveries and Actions. At the Closing, ETP and ETP Merger Sub will execute and deliver, or cause to be executed and delivered, to Southern Union, through its interest in CCE Holdings, each of the following documents, where the execution or delivery of documents is contemplated, and will take or cause to be taken the following actions, where the taking of actions is contemplated:

(i) Cash Consideration. The Cash Consideration by wire transfer of immediately available funds to an account designated by Southern Union for the benefit of CCE Holdings;

(ii) Unit Consideration. The Unit Consideration by issuance of a certificate of common units to CCE Holdings; and

(iii) Closing Certificate. The certificate contemplated by Section 6.2(c)."

1.5 Amendment to Section 5.1. Section 5.1 of the Agreement is hereby amended by deleting the parentheticals in clauses (i), (ii) and (iii) of Section 5.1(a) and replacing each such parenthetical with "(as it exists after giving effect to the First Amendment thereto, dated as of September 14, 2011)".

1.6 Amendment to Section 5.9. Section 5.9 of the Agreement is hereby amended and restated in its entirety as follows:

"5.9 Joinder; Panhandle Contribution.

(a) ETP shall cause ETP Merger Sub to execute and deliver to ETE a joinder agreement in a form reasonably acceptable to ETE and ETP (a "***Joinder Agreement***") as soon as practicable after the date hereof. Upon execution and delivery of such Joinder Agreement, ETP Merger Sub shall become a Party under this Agreement for all purposes.

(b) Each of Southern Union, PEPL Holdings and CrossCountry Energy shall execute and deliver to ETP and ETP Merger Sub a Joinder Agreement immediately prior to the effective time of the Sigma Merger. Upon execution and delivery of such Joinder Agreements, Southern Union and CrossCountry Energy shall each become a Party under this Agreement for all purposes and PEPL Holdings shall become a Party under this Agreement solely for purposes of Section 2.8 hereof.

(c) Immediately following the deliveries referred to in Section 5.9(b) but immediately prior to the effective time of the Sigma Merger, Southern Union shall cause the Panhandle Contribution to occur."

1.7 Amendment to Section 6.2(b). Section 6.2(b) of the Agreement is hereby amended and restated in its entirety as follows:

"(b) Performance. ETP shall have performed and complied in all material respects with all covenants and agreements required by this Agreement to be performed or complied with by ETP on or prior to the Closing Date."

1.8 Amendment to Exhibit A.

(a) The definition of "CCE Holdings" on Exhibit A of the Agreement is hereby amended and restated in its entirety as follows:

""***CCE Holdings***" means CCE Holdings, LLC, a Delaware limited liability company and an indirect, wholly owned Subsidiary of Southern Union."

(b) Exhibit A of the Agreement is hereby amended to include reference to the following definitions in their appropriate alphabetical order:

""***Panhandle***" has the meaning given in the definition of "Panhandle Interests."

""***Panhandle Contribution***" means the contribution by Southern Union of the Panhandle Interests to CCE Acquisition and, immediately thereafter, the contribution by CCE Acquisition of the Panhandle Interests to PEPL Holdings."

""***Panhandle Interests***" means (i) a 99% limited partner interest in Panhandle Eastern Pipe Line Company, LP, a Delaware limited partnership ("***Panhandle***"), and (ii) a 100% membership interest in Southern Union Panhandle, LLC, a Delaware limited liability company and a direct, wholly owned Subsidiary of Southern Union, which in turn owns a 1% general partner interest in Panhandle."

““***PEPL Holdings***” means PEPL Holdings, LLC, a Delaware limited liability company and a wholly owned Subsidiary of CCE Acquisition.”

ARTICLE II
ACKNOWLEDGEMENT

2.1 Amendment to Sigma Merger Agreement. ETP hereby acknowledges and agrees that, for purposes of Section 6.3(f) of the Agreement, that certain Amendment No. 1 to the Sigma Merger Agreement, dated of even date herewith, shall not constitute an amendment, supplement, restatement or other modification to the Sigma Merger Agreement in a manner adverse to ETP’s interest in the acquisition of 50% of the equity interests of Citrus, or which would be reasonably likely to prevent or materially delay the consummation of the transactions contemplated by the Agreement.

ARTICLE III
MISCELLANEOUS

3.1 No Other Amendments; No Waiver of Rights. Except as amended by this Amendment, the Agreement shall remain unmodified and in full force and effect.

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

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

[Signature page follows]

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

ENERGY TRANSFER PARTNERS, L.P.

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

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

By: /s/ Michael D. Smith
Name: Michael D. Smith
Title: Vice President-Mergers & Acquisitions

ENERGY TRANSFER EQUITY, L.P.

By: LE GP, LLC,
its general partner

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

[Signature Page to Citrus Amendment No.1]