

March 31, 2015

Mr. Ryan Flynn, Secretary
New Mexico Environmental Department
Harold Runnels Building
1190 Saint Francis Drive, Suite N4050
Santa Fe, NM 87505



Corporate Guarantee for Closure or Post-Closure Care

Guarantee made this (March 31, 2015) by Energy Transfer Partners, L.P., a limited partnership organized under the laws of the State of Delaware, herein referred to as guarantor. This guarantee is made on behalf of Transwestern Pipeline Company, LLC (Transwestern), which is our subsidiary, to the United States Environmental Protection Agency (EPA).

Recitals

1. Guarantor meets or exceeds the financial test criteria and agrees to comply with the reporting requirements for guarantors as specified in 40 CFR 264.143(f), 264.145(f), 265.143(e), and 265.145(e).
2. Transwestern owns or operates the following hazardous waste management facility covered by this guarantee:

NMD986676955
Transwestern Compressor Station 9
6381 North Main Street
Roswell, New Mexico 88201

Current Cost Estimate for Post-Closure Care:
Post-Closure: \$2,006,100
3. "Closure plans" and "post-closure plans" as used below refer to the plans maintained as required by subpart G of 40 CFR parts 264 and 265 for the closure and post-closure care of facilities as identified above.
4. For value received from Transwestern, guarantor guarantees to EPA that in the event that Transwestern fails to perform post-closure care of the above facility in accordance with the closure or post-closure plans and other permit or interim status requirements whenever required to do so, the guarantor shall do so or establish a trust fund as specified in subpart H of 40 CFR part 264 or 265, as applicable, in the name of Transwestern in the amount of the

current closure or post-closure cost estimates as specified in subpart H of 40 CFR parts 264 and 265.

5. Guarantor agrees that if, at the end of any fiscal year before termination of this guarantee, the guarantor fails to meet the financial test criteria, guarantor shall send within 90 days, by certified mail, notice to the EPA Regional Administrator for the Region in which the facility is located and to Transwestern that he intends to provide alternate financial assurance as specified in subpart H of 40 CFR part 264 or 265, as applicable, in the name of Transwestern. Within 120 days after the end of such fiscal year, the guarantor shall establish such financial assurance unless Transwestern has done so.

6. The guarantor agrees to notify the EPA Regional Administrator by certified mail, of a voluntary or involuntary proceeding under Title 11 (Bankruptcy), U.S. Code, naming guarantor as debtor, within 10 days after commencement of the proceeding.

7. Guarantor agrees that within 30 days after being notified by an EPA Regional Administrator of a determination that guarantor no longer meets the financial test criteria or that he is disallowed from continuing as a guarantor of closure or post-closure care, he shall establish alternate financial assurance as specified in subpart H of 40 CFR part 264 or 265, as applicable, in the name of Transwestern unless Transwestern has done so.

8. Guarantor agrees to remain bound under this guarantee notwithstanding any or all of the following: amendment or modification of the closure or post-closure plan, amendment of modification of the permit, the extension or reduction of the time of performance of closure or post-closure, or any other modification or alteration of an obligation of the owner or operator pursuant to 40 CFR part 264 or 265.

9. Guarantor agrees to remain bound under this guarantee for as long as Transwestern must comply with the applicable financial assurance requirements of subpart H of 40 CFR parts 264 and 265 for the above-listed facilities, except as provided in paragraph 10 of this agreement.

10. Guarantor may terminate this guarantee by sending notice by certified mail to the EPA Regional Administrator for the Region in which the facility is located and to Transwestern, provided that this guarantee may not be terminated unless and until Transwestern obtains, and the EPA Regional Administrator approves, alternate closure and/or post-closure care coverage complying with 40 CFR 264.143, 264.145, 265.143, and/or 265.145.

11. Guarantor agrees that if Transwestern fails to provide alternate financial assurance as specified in subpart H of 40 CFR part 264 or 265, as applicable, and obtain written approval of such assurance from the EPA Regional Administrator within 90 days after a notice of cancellation by the guarantor is received by an EPA Regional Administrator from guarantor, guarantor shall provide such alternate financial assurance in the name of Transwestern.

12. Guarantor expressly waives notice of acceptance of this guarantee by the EPA or by Transwestern. Guarantor also expressly waives notice of amendments or modifications of the closure and/or post-closure plan and of amendments or modifications of the facility permit(s).

I hereby certify that the wording of this guarantee is identical to the wording specified in 40 CFR 264.151(h) as such regulations were constituted on the date first above written.

Effective Date: March 31, 2015

Energy Transfer Partners, L.P.



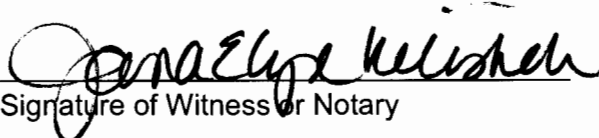
Authorized signature for guarantor

Martin Salinas, Jr.

Name of person signing

Chief Financial Officer

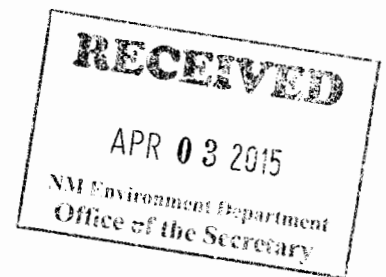
Title of person signing



Signature of Witness or Notary



ENERGY TRANSFER



March 31, 2015

Mr. Ryan Flynn, Secretary
New Mexico Environmental Department
Harold Runnels Building
1190 Saint Francis Drive, Suite N4050
Santa Fe, NM 87505

Dear Mr. Flynn

I am the Chief Financial Officer of Energy Transfer Partners, L.P. whose address is 3738 Oak Lawn Avenue, Dallas, Texas 75219. This letter is in support of this firm's use of the financial test to demonstrate financial assurance for closure and/or post-closure costs, as specified in subpart H of 40 CFR parts 264 and 265.

1. This firm is the owner or operator of the following facilities for which financial assurance for closure or post-closure care is demonstrated through the financial test specified in subpart H of 40 CFR parts 264 and 265. The current closure and/or post-closure cost estimates covered by the test are shown for each facility:

None

2. This firm guarantees, through the guarantee specified in subpart H of 40 CFR parts 264 and 265, the closure or post-closure care of the following facilities owned or operated by the guaranteed party. The current cost estimates for the closure or post-closure care so guaranteed are shown for each facility:

NMD986676955
Transwestern Compressor Station No. 9
6381 North Main Street
Roswell, New Mexico 88201
Current Cost Estimate:
CLOSURE: \$0
POST-CLOSURE: \$2,006,100

The firm identified above is the direct or higher-tier parent corporation of the owner or operator.

3. In States where EPA is not administering the financial requirements of subpart H of 40 CFR part 264 or 265, this firm, as owner or operator or guarantor, is demonstrating

financial assurance for the closure or post-closure care of the following facilities through the use of a test equivalent or substantially equivalent to the financial test specified in subpart H of 40 CFR parts 264 and 265. The current closure and post-closure cost estimates covered by such a test are shown for each facility:

None

4. This firm is the owner or operator of the following hazardous waste management facilities for which financial assurance for closure or, if a disposal facility, post-closure care, is not demonstrated either to EPA or a State through the financial test or any other financial assurance mechanism specified in subpart H of 40 CFR parts 264 and 265 or equivalent or substantially equivalent State mechanisms. The current closure and/or post-closure cost estimates not covered by such financial assurance are shown for each facility:

None

5. This firm is the owner or operator of the following UIC facilities for which financial assurance for plugging and abandonment is required under part 144. The current closure cost estimates as required by 40 CFR 144.62 are shown for each facility:

None

This firm is required to file a Form 10K with the Securities and Exchange Commission (SEC) for the latest fiscal year.

The fiscal year of this firm ends on December 31. The figures for the following items marked with an asterisk are derived from this firm's independently audited, year-end financial statements for the latest completed fiscal year, ended December 31, 2014.

Alternative II	
1. Sum of current Closure and post-closure cost estimates	\$2,006,100
2. Current bond rating of most recent issuance of this firm and name of rating service	Baa3/BBB- Moody's, S&P
	\$1,000,000,000 4.050%- 3/12/2015

3. Date of issuance of bond	\$500,000,000 4.90%- 3/12/2015
	\$1,000,000,000 5.150%- 3/12/2015
4. Date of maturity of bond	3/15/2025 (\$1,000,000,000 4.050%)
	3/15/2035 (\$500,000,000 4.90%)
	3/15/2045 (\$1,000,000,000 5.150%)
*5. Tangible net worth	\$9,758,000,000
*6 Total assets in U.S. (required only if less than 90% of firm's assets are located in U.S.)	N/A
7. Is line 5 at least \$10 million?	Yes
8. Is line 5 at least 6 times line 1?	Yes
9. Are at least 90% of the firm's assets located in the U.S.? If not, complete line 10.	Yes
10. Is line 6 at least 6 times line 1?	NA

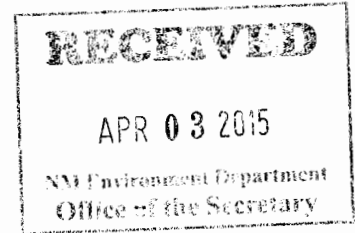
I hereby certify that the wording of this letter is identical to the wording specified in 40 CFR 264.151(f) as such regulations were constituted on the date shown immediately below.

Signature: Martin Salinas Jr.

Name: Martin Salinas, Jr.

Title: Chief Financial Officer

Date: 3/30/15



REPORT OF INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS

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Board of Directors and Management
Energy Transfer Partners, L.P.

We have performed the procedures enumerated below, which were agreed to by the Board of Directors and management of Energy Transfer Partners, L.P. (the "Partnership"), solely to assist the Partnership in complying with the reporting requirements of Title 40, Code of Federal Regulations ("40 CFR"), Parts 264 and 265 relating to facility number NMD986676955 and included in the Partnership's letter dated March 31, 2015 addressed to Mr. Ryan Flynn, Secretary, New Mexico Environmental Department (the "Schedule"). The Partnership's management is responsible for the Schedule. This agreed-upon procedures engagement was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of these procedures is solely the responsibility of the Board of Directors and management of the Partnership. Consequently, we make no representation regarding the sufficiency of the procedures described below either for the purpose for which this report has been requested or for any other purpose.

The procedures we performed and our findings are as follows:

1. We obtained a schedule prepared by management of the Partnership from its accounting records calculating Tangible Net Worth, as defined by 40 CFR, Parts 264 and 265, as of December 31, 2014. Tangible Net Worth has been defined as the tangible assets that remain after deducting total liabilities. We:
 - a. Compared the amounts for total assets and total liabilities in the schedule to the corresponding amounts included in or derived from the Partnership's consolidated financial statements and found them to be in agreement;
 - b. Compared the amounts for intangible assets in the schedule to the corresponding amounts appearing in the accounting records and found them to be in agreement; and
 - c. Mathematically recomputed the calculation reflected on the schedule of total tangible assets less total liabilities and found such recalculated total to be in agreement with the Tangible Net Worth shown on the schedule. We compared the Tangible Net Worth in the schedule to the corresponding amount presented in the Partnership's March 31, 2015 letter listed under caption Alternative II, Line 5, and found them to be in agreement.

2. We obtained a schedule prepared by management of the Partnership's calculation of total assets in the United States to total assets included in the consolidated financial statements as of December 31, 2014 to ensure it complied with the Code of Federal Regulations. We:
 - a. Compared the amount on the schedule for total assets to the corresponding amount included in the Partnership's consolidated financial statements and found them to be in agreement;
 - b. Compared the amount on the schedule for total assets in the United States to the corresponding amount in the Partnership's accounting records and found them to be in agreement; and
 - c. Mathematically recomputed the calculation reflected in the schedule of total assets in the United States divided by the total assets and found such recalculated percentage to be in agreement.

We were not engaged to, and did not conduct an audit or a review, the objective of which would be the expression of an opinion or limited assurance on the specified financial data reflected in Alternative II of the Schedule. Accordingly, we do not express such an opinion or limited assurance. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

This report is intended solely for the information and use of the Board of Directors and management of Energy Transfer Partners, L.P. and is not intended to be and should not be used by anyone other than these specified parties.

GRANT THORNTON LLP

Dallas, Texas
March 31, 2015