

**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): June 20, 2013

SOUTHERN UNION COMPANY
(Exact name of Registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

1-6407
(Commission
File Number)

75-0571592
(IRS Employer
Identification Number)

3738 Oak Lawn Avenue
Dallas, Texas 75219
(Address of principal executive offices)

(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.

On June 24, 2013, Southern Union Company (the “Company”), following receipt of the requisite consent of the holders of its 7.60% Senior Notes due 2024, 8.25% Senior Notes due 2029 and Floating Rate Junior Subordinated Notes due 2066, entered into (i) a supplemental indenture, dated as of June 24, 2013 (“Supplemental Indenture No. 3”), with The Bank of New York Mellon Trust Company, N.A. (formerly known as The Bank of New York Trust Company, N.A.), as trustee (the “Trustee”), to the indenture dated as of January 31, 1994 (the “Senior Base Indenture”), as supplemented by an officers’ certificate of the Company dated as of January 31, 1994 (the Senior Base Indenture together with such officers’ certificate, the “2024 Indenture”); (ii) a supplemental indenture, dated as of June 24, 2013 (“Supplemental Indenture No. 4”), with the Trustee, to the Senior Base Indenture, as supplemented by an officers’ certificate of the Company dated as of November 3, 1999 (the Senior Base Indenture together with such officers’ certificate, the “2029 Indenture”); and (iii) a supplemental indenture, dated as of June 24, 2013 (the “Third Supplemental Indenture” and, together with Supplemental Indenture No. 3 and Supplemental Indenture No. 4, the “Supplemental Indentures”) with the Trustee, to the indenture dated as of May 10, 1995 (the “Junior Base Indenture”), as supplemented by the second supplemental indenture dated as of October 23, 2006 (together with the Junior Base Indenture, the “Junior Subordinated Indenture”). The Supplemental Indentures give effect to certain proposed amendments to each of the 2024 Indenture, the 2029 Indenture and the Junior Subordinated Indenture, which, among other things, remove substantially all of the restrictive covenants and certain events of default and modify certain other provisions.

Item 3.03. Material Modification to Rights of Security Holders

The information required by Item 3.03 relating to the rights of holders of the Notes is contained in Item 1.01 above and is incorporated herein by reference. The descriptions set forth above in Item 1.01 and this Item 3.03 are qualified in their entirety by Supplemental Indenture No. 3, Supplemental Indenture No. 4 and the Third Supplemental Indenture, copies of which are filed as exhibits to this report and are incorporated by reference herein.

Item 8.01. Other Events

On June 20, 2013, Energy Transfer Partners, L.P. (“ETP”), the entity which owns 100% of ETP Holdco Corporation, which indirectly owns 100% of the equity interests of the Company, issued a press release announcing the expiration and final results of its exchange offers and the solicitation of consents (the “Consent Solicitations”) made on behalf of the Company by ETP. A copy of the press release issued by ETP is set forth in Exhibit 99.1 and is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.**(d) Exhibits.**

<u>Exhibit Number</u>	<u>Description of the Exhibit</u>
4.1	Supplemental Indenture No. 3, dated June 24, 2013, between the Company and The Bank of New York Mellon Trust Company, N.A. (formerly known as The Bank of New York Trust Company, N.A.), as trustee.
4.2	Supplemental Indenture No. 4, dated June 24, 2013, between the Company and The Bank of New York Mellon Trust Company, N.A. (formerly known as The Bank of New York Trust Company, N.A.), as trustee.
4.3	Third Supplemental Indenture, dated June 24, 2013, between the Company and The Bank of New York Mellon Trust Company, N.A. (formerly known as The Bank of New York Trust Company, N.A.), as trustee.
4.4	Senior Debt Securities Indenture between Southern Union and The Chase Manhattan Bank (National Association), which changed its name to JP Morgan Chase Bank and then to JP Morgan Chase Bank, N.A., which was then succeeded to by The Bank of New York Trust Company, N.A., which changed its name to The Bank of New York Mellon Trust Company N.A., as Trustee (Filed as Exhibit 4.1 to Southern Union’s Current Report on Form 8-K dated February 15, 1994 and incorporated herein by reference.)

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- 4.5 Subordinated Debt Securities Indenture between Southern Union and The Chase Manhattan Bank (National Association), which changed its name to JP Morgan Chase Bank and then to JP Morgan Chase Bank, N.A., which was then succeeded to by The Bank of New York Trust Company, N.A., which changed its name to The Bank of New York Mellon Trust Company, N.A., as Trustee (Filed as Exhibit 4-G to Southern Union's Registration Statement on Form S-3 (No. 33-58297) and incorporated herein by reference.)
- 99.1 Energy Transfer Partners, L.P. Press Release, dated June 20, 2013, announcing the final results for the exchange offers and consent solicitations relating to Notes issued by Southern Union Company.

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.

SOUTHERN UNION COMPANY

(Registrant)

Date: June 25, 2013

By: /s/ Robert M. Kerrigan

Robert M. Kerrigan

Vice President and Secretary

Exhibit Index

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4.2	Supplemental Indenture No. 4, dated June 24, 2013, between the Company and The Bank of New York Mellon Trust Company, N.A. (formerly known as The Bank of New York Trust Company, N.A.), as trustee.
4.3	Third Supplemental Indenture, dated June 24, 2013, between the Company and The Bank of New York Mellon Trust Company, N.A. (formerly known as The Bank of New York Trust Company, N.A.), as trustee.
4.4	Senior Debt Securities Indenture between Southern Union and The Chase Manhattan Bank (National Association), which changed its name to JP Morgan Chase Bank and then to JP Morgan Chase Bank, N.A., which was then succeeded to by The Bank of New York Trust Company, N.A., which changed its name to The Bank of New York Mellon Trust Company N.A., as Trustee (Filed as Exhibit 4.1 to Southern Union's Current Report on Form 8-K dated February 15, 1994 and incorporated herein by reference.)
4.5	Subordinated Debt Securities Indenture between Southern Union and The Chase Manhattan Bank (National Association), which changed its name to JP Morgan Chase Bank and then to JP Morgan Chase Bank, N.A., which was then succeeded to by The Bank of New York Trust Company, N.A., which changed its name to The Bank of New York Mellon Trust Company, N.A., as Trustee (Filed as Exhibit 4-G to Southern Union's Registration Statement on Form S-3 (No. 33-58297) and incorporated herein by reference.)
99.1	Energy Transfer Partners, L.P. Press Release, dated June 20, 2013, announcing the final results for the exchange offers and consent solicitations relating to Notes issued by Southern Union Company.

SUPPLEMENTAL INDENTURE NO. 3

SUPPLEMENTAL INDENTURE (this “Supplemental Indenture”), dated as of June 24, 2013, between Southern Union Company, a Delaware corporation (the “Company”), and The Bank of New York Mellon Trust Company, N.A. (formerly known as The Bank of New York Trust Company, N.A.), a national banking association, as trustee (herein called the “Trustee”).

WITNESSETH

WHEREAS, the Company has heretofore executed and delivered to the Trustee an Indenture, dated as of January 31, 1994 (the “Base Indenture”), and an Officers’ Certificate, dated as of January 31, 1994 (the “Officers’ Certificate” and together with the Base Indenture, as heretofore amended or supplemented, the “Indenture”), providing for the issuance of the Company’s 7.60% Senior Notes due 2024 (the “Notes”);

WHEREAS, Section 902 of the Indenture provides that, subject to certain conditions, with the consent of the Holders of not less than a majority in principal amount of all Outstanding Securities of any series, by Act of said Holders delivered to the Company and the Trustee, the Company, when authorized by or pursuant to a Board Resolution, and the Trustee may enter into supplemental indentures for the purpose of changing in any manner or eliminating any of the provisions of the Indenture which affect such series of Securities or of modifying in any manner the rights of Holders of Securities under the Indenture;

WHEREAS, Holders of a majority in aggregate principal amount of Notes outstanding have consented to the amendments to the Indenture set forth below in this Supplemental Indenture;

WHEREAS, the Company is undertaking to execute and deliver this Supplemental Indenture to amend or eliminate certain terms and covenants in this Indenture in connection with the Offering Memorandum and Consent Solicitation Statement of the Company dated as of May 16, 2013, and any amendments, modifications or supplements thereto (the “Exchange Offer and Consent Solicitation”);

WHEREAS, the Company has delivered to the Trustee an Officers’ Certificate as well as an Opinion of Counsel to the effect that the execution and delivery of this Supplemental Indenture by the Company is authorized or permitted under the Indenture;

WHEREAS, the Company has been authorized by Board Resolutions to enter into this Supplemental Indenture;

WHEREAS, all conditions necessary to authorize the execution and delivery of this Supplemental Indenture by the Company and to make this Supplemental Indenture valid and binding on the Company have been complied with or have been done or performed; and

WHEREAS, pursuant to Section 902 of the Indenture, the Trustee is authorized to execute and deliver this Supplemental Indenture.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Company and the Trustee mutually covenant and agree for the equal and ratable benefit of the Holders of the Notes as follows:

ARTICLE ONE

Section 1.01. CAPITALIZED TERMS. Capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture.

ARTICLE TWO

Section 2.01. EFFECTIVENESS OF SUPPLEMENTAL INDENTURE. This Supplemental Indenture shall become effective as of the date hereof provided that the amendments to the Indenture set forth in Section 2.02, 2.03, 2.04 and 2.05 below shall not become operative unless and until Energy Transfer Partners, L.P., the indirect parent of the Company, consummates the Exchange Offer (as defined in the Exchange Offer and Consent Solicitation) with respect to the Notes pursuant to the terms and in the manner described in the Exchange Offer and Solicitation.

Section 2.02. ELIMINATION OF CERTAIN PROVISIONS IN ARTICLE FIVE.

- a) Section 501 (Events of Default), clause (7) (cross-acceleration) of the Indenture is hereby amended by deleting it in its entirety and inserting in lieu thereof the phrase “[Intentionally Omitted]”.
- b) Section 514 (Waiver of Stay or Extension Laws) of the Indenture is hereby amended by deleting it in its entirety and inserting in lieu thereof the phrase “[Intentionally Omitted]”.

Section 2.03. ELIMINATION OF CERTAIN PROVISIONS IN ARTICLE TEN.

- a) Section 1006 (Payment of Taxes and Other Claims) of the Indenture is hereby amended by deleting it in its entirety and inserting in lieu thereof the phrase “[Intentionally Omitted]”.
- b) Section 1007 (Maintenance of Properties) of the Indenture is hereby amended by deleting it in its entirety and inserting in lieu thereof the phrase “[Intentionally Omitted]”.
- c) Section 1008 (Corporate Existence) of the Indenture is hereby amended by deleting it in its entirety and inserting in lieu thereof the phrase “[Intentionally Omitted]”.

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- d) Section 1009 (Limitation on Liens) of the Indenture is hereby amended by deleting it in its entirety and inserting in lieu thereof the phrase “[Intentionally Omitted]”.
 - e) Section 1010 (Limitation on Sale and Leaseback Transactions) of the Indenture is hereby amended by deleting it in its entirety and inserting in lieu thereof the phrase “[Intentionally Omitted]”.

Section 2.04. ELIMINATION OF CERTAIN PROVISIONS IN ARTICLE FOURTEEN.

- a) Clauses (2), (3), (4), (5), (6) and (7) of Section 1404 (Conditions to Defeasance or Covenant Defeasance) of the Indenture are each hereby amended by deleting each such clause in its entirety and inserting in lieu thereof the phrase “[Intentionally Omitted]”.
- b) The Notes are hereby deemed to be amended to delete all provisions inconsistent with the amendments to the Indenture effected by this Third Supplemental Indenture.
- c) All definitions set forth in Section 101 of the Indenture that relate to defined terms used solely in sections deleted by this Third Supplemental Indenture are hereby deleted in their entirety.

Section 2.05. ELIMINATION OF CERTAIN PROVISION IN THE OFFICERS’ CERTIFICATE.

- a) Section 8(A) (Limitations on Restricted Payments) of the Officers’ Certificate is hereby amended by deleting it in its entirety and inserting in lieu thereof the phrase “[Intentionally Omitted]”.
- b) Section 8(B) (Restriction on Transfer of Assets) of the Officers’ Certificate is hereby amended by deleting it in its entirety and inserting in lieu thereof the phrase “[Intentionally Omitted]”.
- c) Section 8(C) (Limitation on Transactions with Affiliates) of the Officers’ Certificate is hereby amended by deleting it in its entirety and inserting in lieu thereof the phrase “[Intentionally Omitted]”.

ARTICLE THREE

Section 3.01. RATIFICATION OF INDENTURE; SUPPLEMENTAL INDENTURE. Except as expressly amended hereby, the Indenture, as amended or supplemented by this Supplemental Indenture, is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. Upon the execution and delivery of this Supplemental Indenture by the Company and the Trustee, this Supplemental Indenture shall form a part of the Indenture for all purposes, and the Company, the Trustee and every Holder of Notes heretofore or hereafter authenticated and delivered shall be bound hereby. Any and all references to the Indenture, whether within the Indenture or in any notice, certificate or other instrument or document, shall be deemed to include a reference to this Supplemental Indenture (whether or not made), unless the context shall otherwise require.

Section 3.02. GOVERNING LAW. THIS SUPPLEMENTAL INDENTURE WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

Section 3.03. THE TRUSTEE. The Trustee shall not be responsible in any manner for or in respect of the validity or sufficiency of this Supplemental Indenture or for or in respect of the recitals or statements contained herein, all of which are made by the Company and the Trustee assumes no responsibility for their correctness.

Section 3.04. SUCCESSORS. All covenants and agreements of the Trustee in this Supplemental Indenture shall bind its successors and assigns. All covenants and agreements of the Company in this Supplemental Indenture shall bind its successors and assigns.

Section 3.05. COUNTERPARTS. The parties may sign any number of copies of this Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement. The exchange of copies of this Supplemental Indenture and of signature pages by facsimile or electronic format (*i.e.*, “pdf” or “tif”) transmission shall constitute effective execution and delivery of this Supplemental Indenture as to the parties hereto and may be used in lieu of the original Supplemental Indenture for all purposes. Signatures of the parties hereto transmitted by facsimile or electronic format (*i.e.*, “pdf” or “tif”) shall be deemed to be their original signatures for all purposes.

Section 3.06. EFFECT OF HEADINGS. The Section headings herein are for convenience only and shall not affect the construction hereof.

Section 3.07. SEVERABILITY. If any provision in this Supplemental Indenture shall be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions of this Supplemental Indenture or the Indenture shall not in any way be affected or impaired thereby. This Supplemental Indenture is subject to the provisions of the Trust Indenture Act that are required to be part of the Indenture and shall, to the extent applicable, be governed by such provisions. If any provision of this Supplemental Indenture limits, qualifies or conflicts with another provision hereof which is required to be included herein by any provisions of the Trust Indenture Act, such required provision shall control.

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

SOUTHERN UNION COMPANY

BY: /s/ Thomas P. Mason

Name: Thomas P. Mason

Title: Senior Vice President and General Counsel

**THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A.,
as trustee**

BY: /s/ Teresa Petta

Name: Teresa Petta

Title: Vice President

[Signature Page to the Supplemental Indenture]

SUPPLEMENTAL INDENTURE NO. 4

SUPPLEMENTAL INDENTURE (this “Supplemental Indenture”), dated as of June 24, 2013, between Southern Union Company, a Delaware corporation (the “Company”), and The Bank of New York Mellon Trust Company, N.A. (formerly known as The Bank of New York Trust Company, N.A.), a national banking association, as trustee (herein called the “Trustee”).

WITNESSETH

WHEREAS, the Company has heretofore executed and delivered to the Trustee an Indenture, dated as of January 31, 1994 (the “Base Indenture”), and an Officers’ Certificate, dated as of November 3, 1999 (the “Officers’ Certificate” and together with the Base Indenture, as heretofore amended or supplemented, the “Indenture”), providing for the issuance of the Company’s 8.25% Senior Notes due 2029 (the “Notes”);

WHEREAS, Section 902 of the Indenture provides that, subject to certain conditions, with the consent of the Holders of not less than a majority in principal amount of all Outstanding Securities of any series, by Act of said Holders delivered to the Company and the Trustee, the Company, when authorized by or pursuant to a Board Resolution, and the Trustee may enter into supplemental indentures for the purpose of changing in any manner or eliminating any of the provisions of the Indenture which affect such series of Securities or of modifying in any manner the rights of Holders of Securities under the Indenture;

WHEREAS, Holders of a majority in aggregate principal amount of Notes outstanding have consented to the amendments to the Indenture set forth below in this Supplemental Indenture;

WHEREAS, the Company is undertaking to execute and deliver this Supplemental Indenture to amend or eliminate certain terms and covenants in this Indenture in connection with the Offering Memorandum and Consent Solicitation Statement of the Company dated as of May 16, 2013, and any amendments, modifications or supplements thereto (the “Exchange Offer and Consent Solicitation”);

WHEREAS, the Company has delivered to the Trustee an Officers’ Certificate as well as an Opinion of Counsel to the effect that the execution and delivery of this Supplemental Indenture by the Company is authorized or permitted under the Indenture;

WHEREAS, the Company has been authorized by Board Resolutions to enter into this Supplemental Indenture;

WHEREAS, all conditions necessary to authorize the execution and delivery of this Supplemental Indenture by the Company and to make this Supplemental Indenture valid and binding on the Company have been complied with or have been done or performed; and

WHEREAS, pursuant to Section 902 of the Indenture, the Trustee is authorized to execute and deliver this Supplemental Indenture.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Company and the Trustee mutually covenant and agree for the equal and ratable benefit of the Holders of the Notes as follows:

ARTICLE ONE

Section 1.01. CAPITALIZED TERMS. Capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture.

ARTICLE TWO

Section 2.01. EFFECTIVENESS OF SUPPLEMENTAL INDENTURE. This Supplemental Indenture shall become effective as of the date hereof provided that the amendments to the Indenture set forth in Section 2.02, 2.03, 2.04 and 2.05 below shall not become operative unless and until Energy Transfer Partners, L.P., the indirect parent of the Company, consummates the Exchange Offer (as defined in the Exchange Offer and Consent Solicitation) with respect to the Notes pursuant to the terms and in the manner described in the Exchange Offer and Solicitation.

Section 2.02. ELIMINATION OF CERTAIN PROVISIONS IN ARTICLE FIVE.

- a) Section 501 (Events of Default), clause (7) (cross-acceleration) of the Indenture is hereby amended by deleting it in its entirety and inserting in lieu thereof the phrase “[Intentionally Omitted]”.
- b) Section 514 (Waiver of Stay or Extension Laws) of the Indenture is hereby amended by deleting it in its entirety and inserting in lieu thereof the phrase “[Intentionally Omitted]”.

Section 2.03. ELIMINATION OF CERTAIN PROVISIONS IN ARTICLE TEN.

- a) Section 1006 (Payment of Taxes and Other Claims) of the Indenture is hereby amended by deleting it in its entirety and inserting in lieu thereof the phrase “[Intentionally Omitted]”.
- b) Section 1007 (Maintenance of Properties) of the Indenture is hereby amended by deleting it in its entirety and inserting in lieu thereof the phrase “[Intentionally Omitted]”.
- c) Section 1008 (Corporate Existence) of the Indenture is hereby amended by deleting it in its entirety and inserting in lieu thereof the phrase “[Intentionally Omitted]”.

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- d) Section 1009 (Limitation on Liens) of the Indenture is hereby amended by deleting it in its entirety and inserting in lieu thereof the phrase “[Intentionally Omitted]”.
 - e) Section 1010 (Limitation on Sale and Leaseback Transactions) of the Indenture is hereby amended by deleting it in its entirety and inserting in lieu thereof the phrase “[Intentionally Omitted]”.

Section 2.04. ELIMINATION OF CERTAIN PROVISIONS IN ARTICLE FOURTEEN.

- a) Clauses (2), (3), (4), (5), (6) and (7) of Section 1404 (Conditions to Defeasance or Covenant Defeasance) of the Indenture are each hereby amended by deleting each such clause in its entirety and inserting in lieu thereof the phrase “[Intentionally Omitted]”.
- b) The Notes are hereby deemed to be amended to delete all provisions inconsistent with the amendments to the Indenture effected by this Third Supplemental Indenture.
- c) All definitions set forth in Section 101 of the Indenture that relate to defined terms used solely in sections deleted by this Third Supplemental Indenture are hereby deleted in their entirety.

Section 2.05. ELIMINATION OF CERTAIN PROVISION IN THE OFFICERS’ CERTIFICATE.

- a) Section 8(A) (Limitations on Restricted Payments) of the Officers’ Certificate is hereby amended by deleting it in its entirety and inserting in lieu thereof the phrase “[Intentionally Omitted]”.
- b) Section 8(B) (Restriction on Transfer of Assets) of the Officers’ Certificate is hereby amended by deleting it in its entirety and inserting in lieu thereof the phrase “[Intentionally Omitted]”.
- c) Section 8(C) (Limitation on Transactions with Affiliates) of the Officers’ Certificate is hereby amended by deleting it in its entirety and inserting in lieu thereof the phrase “[Intentionally Omitted]”.

ARTICLE THREE

Section 3.01. RATIFICATION OF INDENTURE; SUPPLEMENTAL INDENTURE. Except as expressly amended hereby, the Indenture, as amended or supplemented by this Supplemental Indenture, is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. Upon the execution and delivery of this Supplemental Indenture by the Company and the Trustee, this Supplemental Indenture shall form a part of the Indenture for all purposes, and the Company, the Trustee and every Holder of Notes heretofore or hereafter authenticated and delivered shall be bound hereby. Any and all references to the Indenture, whether within the Indenture or in any notice, certificate or other instrument or document, shall be deemed to include a reference to this Supplemental Indenture (whether or not made), unless the context shall otherwise require.

Section 3.02. GOVERNING LAW. THIS SUPPLEMENTAL INDENTURE WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

Section 3.03. THE TRUSTEE. The Trustee shall not be responsible in any manner for or in respect of the validity or sufficiency of this Supplemental Indenture or for or in respect of the recitals or statements contained herein, all of which are made by the Company and the Trustee assumes no responsibility for their correctness.

Section 3.04. SUCCESSORS. All covenants and agreements of the Trustee in this Supplemental Indenture shall bind its successors and assigns. All covenants and agreements of the Company in this Supplemental Indenture shall bind its successors and assigns.

Section 3.05. COUNTERPARTS. The parties may sign any number of copies of this Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement. The exchange of copies of this Supplemental Indenture and of signature pages by facsimile or electronic format (*i.e.*, “pdf” or “tif”) transmission shall constitute effective execution and delivery of this Supplemental Indenture as to the parties hereto and may be used in lieu of the original Supplemental Indenture for all purposes. Signatures of the parties hereto transmitted by facsimile or electronic format (*i.e.*, “pdf” or “tif”) shall be deemed to be their original signatures for all purposes.

Section 3.06. EFFECT OF HEADINGS. The Section headings herein are for convenience only and shall not affect the construction hereof.

Section 3.07. SEVERABILITY. If any provision in this Supplemental Indenture shall be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions of this Supplemental Indenture or the Indenture shall not in any way be affected or impaired thereby. This Supplemental Indenture is subject to the provisions of the Trust Indenture Act that are required to be part of the Indenture and shall, to the extent applicable, be governed by such provisions. If any provision of this Supplemental Indenture limits, qualifies or conflicts with another provision hereof which is required to be included herein by any provisions of the Trust Indenture Act, such required provision shall control.

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

SOUTHERN UNION COMPANY

BY: /s/ Thomas P. Mason

Name: Thomas P. Mason

Title: Senior Vice President and General Counsel

**THE BANK OF NEW YORK
MELLON TRUST COMPANY, N.A.,
as trustee**

BY: /s/ Teresa Petta

Name: Teresa Petta

Title: Vice President

[Signature Page to the Supplemental Indenture]

THIRD SUPPLEMENTAL INDENTURE

THIRD SUPPLEMENTAL INDENTURE (this “Third Supplemental Indenture”), dated as of June 24, 2013, between Southern Union Company, a Delaware (the “Company”) and The Bank of New York Mellon Trust Company, N.A. (formerly known as The Bank of New York Trust Company, N.A.), a national banking association, as trustee (the “Trustee”).

WITNESSETH

WHEREAS, the Company has heretofore executed and delivered to the Trustee a Base Indenture, dated as of May 10, 1995 (the “Base Indenture”), and the Second Supplemental Indenture, dated October 23, 2006 (together with the Base Indenture, as heretofore amended or supplemented, the “Indenture”) providing for the issuance of the Company’s 7.20% 2006 Series A Junior Subordinated Notes due November 1, 2066 (the “Notes”);

WHEREAS, Section 902 of the Indenture provides that, subject to certain conditions, with the consent of the Holders of not less than a majority in principal amount of all Outstanding Securities of any series, by Act of said Holders delivered to the Company and the Trustee, the Company, when authorized by or pursuant to a Board Resolution, and the Trustee may enter into supplemental indentures for the purpose of changing in any manner or eliminating any of the provisions of the Indenture which affect such series of Securities or of modifying in any manner the rights of Holders of Securities under the Indenture;

WHEREAS, Holders of a majority in aggregate principal amount of Notes outstanding have consented to the amendments to the Indenture set forth below in this Third Supplemental Indenture;

WHEREAS, the Company has delivered to the Trustee an Officers’ Certificate as well as an Opinion of Counsel to the effect that the execution and delivery of this Third Supplemental Indenture by the Company is authorized or permitted under the Indenture;

WHEREAS, the Company is undertaking to execute and deliver this Third Supplemental Indenture to amend or eliminate certain terms and covenants in the Indenture in connection with the Offering Memorandum and Consent Solicitation Statement of the Company dated as of May 16, 2013, and any amendments, modifications or supplements thereto (the “Exchange Offer and Consent Solicitation”);

WHEREAS, the Company has been authorized by Board Resolutions to enter into this Third Supplemental Indenture;

WHEREAS, all conditions necessary to authorize the execution and delivery of this Third Supplemental Indenture by the Company and to make this Third Supplemental Indenture valid and binding on the Company have been complied with or have been done or performed; and

WHEREAS, pursuant to Section 902 of the Indenture, the Trustee is authorized to execute and deliver this Third Supplemental Indenture.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Company and the Trustee mutually covenant and agree for the equal and ratable benefit of the Holders of the Notes as follows:

ARTICLE ONE

Section 1.01. CAPITALIZED TERMS. Capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture.

ARTICLE TWO

Section 2.01. EFFECTIVENESS OF THIRD SUPPLEMENTAL INDENTURE. This Third Supplemental Indenture shall become effective as of the date hereof provided that the amendments to the Indenture set forth in Section 2.02 below shall not become operative unless and until Energy Transfer Partners, L.P., the indirect parent of the Company, consummates the Exchange Offer (as defined in the Exchange Offer and Consent Solicitation) with respect to the Notes pursuant to the terms and in the manner described in the Exchange Offer and Solicitation.

Section 2.02. AMENDMENTS TO THE INDENTURE.

- a) Section 501 (Events of Default), clause (8) (cross-acceleration) of the Indenture is hereby amended by deleting it in its entirety and inserting in lieu thereof the phrase “[Intentionally Omitted]”.
- b) Section 514 (Waiver of Stay or Extension Laws) of the Indenture is hereby amended by deleting it in its entirety and inserting in lieu thereof the phrase “[Intentionally Omitted]”.
- c) Section 1006 (Payment of Taxes and Other Claims) of the Indenture is hereby amended by deleting it in its entirety and inserting in lieu thereof the phrase “[Intentionally Omitted]”.
- d) Section 1007 (Maintenance of Properties) of the Indenture is hereby amended by deleting it in its entirety and inserting in lieu thereof the phrase “[Intentionally Omitted]”.
- e) Section 1008 (Corporate Existence) of the Indenture is hereby amended by deleting it in its entirety and inserting in lieu thereof the phrase “[Intentionally Omitted]”.
- f) Section 1009 (Limitation on Liens) of the Indenture is hereby amended by deleting it in its entirety and inserting in lieu thereof the phrase “[Intentionally Omitted]”.
- g) Section 1010 (Limitation on Sale and Leaseback Transactions) of the Indenture is hereby amended by deleting it in its entirety and inserting in lieu thereof the phrase “[Intentionally Omitted]”.

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- h) Section 1012 (Limitation on Dividends; Transactions with Affiliates) of the Indenture is hereby amended by deleting it in its entirety and inserting in lieu thereof the phrase “[Intentionally Omitted]”.
 - i) The Notes are hereby deemed to be amended to delete all provisions inconsistent with the amendments to the Indenture effected by this Third Supplemental Indenture.
 - j) All definitions set forth in Section 101 of the Indenture that relate to defined terms used solely in sections deleted by this Third Supplemental Indenture are hereby deleted in their entirety.

ARTICLE THREE

Section 3.01. RATIFICATION OF INDENTURE; THIRD SUPPLEMENTAL INDENTURE. Except as expressly amended hereby, the Indenture, as amended or supplemented by this Third Supplemental Indenture, is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. Upon the execution and delivery of this Third Supplemental Indenture by the Company and the Trustee, this Third Supplemental Indenture shall form a part of the Indenture for all purposes, and the Company, the Trustee and every Holder of Notes heretofore or hereafter authenticated and delivered shall be bound hereby. Any and all references to the Indenture, whether within the Indenture or in any notice, certificate or other instrument or document, shall be deemed to include a reference to this Third Supplemental Indenture (whether or not made), unless the context shall otherwise require.

Section 3.02. GOVERNING LAW. THIS THIRD SUPPLEMENTAL INDENTURE WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

Section 3.03. THE TRUSTEE. The Trustee shall not be responsible in any manner for or in respect of the validity or sufficiency of this Third Supplemental Indenture or for or in respect of the recitals or statements contained herein, all of which are made by the Company and the Trustee assumes no responsibility for their correctness.

Section 3.04. SUCCESSORS. All covenants and agreements of the Trustee in this Third Supplemental Indenture shall bind its successors and assigns. All covenants and agreements of the Company in this Third Supplemental Indenture shall bind its successors and assigns.

Section 3.05. COUNTERPARTS. The parties may sign any number of copies of this Third Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement. The exchange of copies of this Third Supplemental Indenture and of signature pages by facsimile or electronic format (*i.e.*, “pdf” or “tif”) transmission shall constitute effective execution and delivery of this Third Supplemental Indenture as to the parties hereto and may be used in lieu of the original Third Supplemental Indenture for all purposes. Signatures of the parties hereto transmitted by facsimile or electronic format (*i.e.*, “pdf” or “tif”) shall be deemed to be their original signatures for all purposes.

Section 3.06. EFFECT OF HEADINGS. The Section headings herein are for convenience only and shall not affect the construction hereof.

Section 3.07. SEVERABILITY. If any provision in this Third Supplemental Indenture shall be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions of this Third Supplemental Indenture or the Indenture shall not in any way be affected or impaired thereby. This Third Supplemental Indenture is subject to the provisions of the Trust Indenture Act that are required to be part of the Indenture and shall, to the extent applicable, be governed by such provisions. If any provision of this Third Supplemental Indenture limits, qualifies or conflicts with another provision hereof which is required to be included herein by any provisions of the Trust Indenture Act, such required provision shall control.

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Third Supplemental Indenture to be duly executed and attested, as of the date first above written.

SOUTHERN UNION COMPANY

BY: /s/ Thomas P. Mason

Name: Thomas P. Mason

Title: Senior Vice President and General Counsel

**THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A.,
as trustee**

BY: /s/ Teresa Petta

Name: Teresa Petta

Title: Vice President

[Signature Page to the Third Supplemental Indenture]



**ENERGY TRANSFER PARTNERS ANNOUNCES FINAL RESULTS FOR THE
EXCHANGE OFFERS AND CONSENT SOLICITATIONS RELATING TO NOTES
ISSUED BY SOUTHERN UNION COMPANY**

DALLAS, TEXAS—June 20, 2013—**Energy Transfer Partners, L.P.** (NYSE: ETP) announced today the final results of the previously announced exchange offers and consent solicitations by ETP to exchange existing 7.60% Senior Notes due 2024 (CUSIP 844030AA4) (the “Existing 2024 Notes”), 8.25% Senior Notes due 2029 (CUSIP 844030AC0) (the “Existing 2029 Notes” and, together with the Existing 2024 Notes, the “Existing Senior Notes”) and Junior Subordinated Notes due 2066 (CUSIP 844030AH9) (the “Existing Junior Subordinated Notes” and, together with the Existing Senior Notes, the “Existing Notes”) issued by Southern Union Company (“Southern Union”) for ETP’s new 7.60% Senior Notes due 2024 (the “New 2024 Notes”), 8.25% Senior Notes due 2029 (the “New 2029 Notes”) and Floating Rate Notes due 2066 (the “New Floating Rate Notes”), respectively, each with registration rights (collectively, the “Exchange Offers”). ETP has been advised by D.F. King & Co., Inc., the information agent for the Exchange Offers, that holders of:

- 77% of the principal amount of the Existing 2024 Notes;
- 89% of the principal amount of the Existing 2029 Notes; and
- 91% of the principal amount of the Existing Junior Subordinated Notes;

had validly tendered their Existing Notes pursuant to the terms of the Exchange Offers prior to the expiration date of 11:59 p.m., New York City time, on June 19, 2013 (the “Expiration Date”). The settlement date for the Exchange Offers will occur promptly following the Expiration Date and is expected to occur June 21, 2013.

In addition, pursuant to the terms of the previously announced consent solicitations, ETP, on behalf of Southern Union, has received the requisite consent from holders of each of the Existing 2024 Notes, the Existing 2029 Notes and the Existing Junior Subordinated Notes to amend the respective indentures governing such series of Existing Notes to remove substantially all of the restrictive covenants and certain events of default and modify certain provisions.

Under the terms of the Exchange Offers, eligible holders of Existing Notes who had validly tendered at or before the Expiration Date will receive,

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- for each \$1,000 principal amount of Existing 2024 Notes tendered, \$1,000 principal amount of New 2024 Notes and \$2.426 in cash;
 - for each \$1,000 principal amount of Existing 2029 Notes tendered, \$1,000 principal amount of New 2029 Notes and \$2.426 in cash; and
 - for each \$1,000 principal amount of Existing Junior Subordinated Notes tendered, \$1,000 principal amount of New Floating Rate Notes.

The new notes were offered only to qualified institutional buyers pursuant to Rule 144A under the Securities Act or persons other than “U.S. persons” pursuant to Regulation S under the Securities Act (“eligible holders”). The new notes have not been registered under the Securities Act of 1933, as amended (the “Securities Act”), or the securities laws of any state and may not be offered or sold in the United States absent registration or an exemption from the registration requirements of the Securities Act and applicable state securities laws. This press release is neither an offer to sell, nor the solicitation of an offer to buy, nor a solicitation of consents with respect to any securities, nor shall there be any sale of the new notes in any state or jurisdiction in which such an offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

Energy Transfer Partners, L.P. (NYSE: ETP) is a master limited partnership owning and operating one of the largest and most diversified portfolios of energy assets in the United States. ETP currently has natural gas operations that include approximately 47,000 miles of gathering and transportation pipelines, treating and processing assets, and storage facilities. ETP owns 100% of ETP Holdco Corporation, which owns Southern Union Company and Sunoco, Inc., and a 70% interest in Lone Star NGL LLC, a joint venture that owns and operates natural gas liquids storage, fractionation and transportation assets. ETP also owns the general partner, 100% of the incentive distribution rights, and approximately 33.5 million common units in Sunoco Logistics Partners L.P. (NYSE: SXL), which operates a geographically diverse portfolio of crude oil and refined products pipelines, terminalling and crude oil acquisition and marketing assets. ETP’s general partner is owned by Energy Transfer Equity, L.P. (NYSE: ETE).

Statements about the offering may be forward-looking statements as defined under federal law. Forward-looking statements can be identified by words such as “anticipates,” “believes,” “expects,” “estimates,” “forecasts,” “projects,” “should” and other similar expressions. These forward-looking statements rely on a number of assumptions concerning future events and are subject to a number of uncertainties and factors, many of which are outside the control of ETP, and a variety of risks that could cause results to differ materially from those expected by management of ETP. Important information about issues that could cause actual results to differ materially from those expected by management of ETP can be found in ETP’s public periodic filings with the Securities and Exchange Commission, including its Annual Report on Form 10-K. ETP undertakes no obligation to update or revise forward-looking statements to reflect changed assumptions, the occurrence of unanticipated events or changes to future operating results over time.

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