

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

**SCHEDULE 13D/A**

**UNDER THE SECURITIES EXCHANGE ACT OF 1934**

(Amendment No. \*\*)\*

**ENERGY TRANSFER EQUITY, L.P.**

(Name of Issuer)

**Common Units**

(Title of Class of Securities)

**29273V100**

(CUSIP Number)

**Richard H. Bachmann**

**1100 Louisiana Street, 10th Floor**

**Houston, Texas 77002**

**(713) 381-6500**

(Name, Address and Telephone Number of Person Authorized to  
Receive Notices and Communications)

**May 22, 2010**

(Date of Event Which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report this acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box. o

**Note:** Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See §240.13d-7 for other parties to whom copies are to be sent.

\*The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

\*\*This Schedule 13D includes amendments to prior Schedule 13Ds made by reporting persons as further explained in Item 1.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act.

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**SCHEDULE 13D**

CUSIP No. 29273V100

<b>1</b>	<b>NAME OF REPORTING PERSON</b> <b>I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (ENTITIES ONLY)</b>  Randa Duncan Williams	
<b>2</b>	<b>CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS)</b>  (a) <input type="radio"/> (b) <input type="radio"/>	
<b>3</b>	<b>SEC USE ONLY</b>	
<b>4</b>	<b>SOURCE OF FUNDS (SEE INSTRUCTIONS)</b>  OO	
<b>5</b>	<b>CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)</b>  <input type="radio"/>	
<b>6</b>	<b>CITIZENSHIP OR PLACE OF ORGANIZATION</b>  United States of America	
<b>NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH</b>	<b>7</b>	<b>SOLE VOTING POWER</b>  0
	<b>8</b>	<b>SHARED VOTING POWER</b>  34,720,190
	<b>9</b>	<b>SOLE DISPOSITIVE POWER</b>  0
	<b>10</b>	<b>SHARED DISPOSITIVE POWER</b>  34,720,190
<b>11</b>	<b>AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON</b> 34,720,190	
<b>12</b>	<b>CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)</b> <input type="radio"/> N/A	
<b>13</b>	<b>PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)</b>  15.6% (based on the 222,972,708 Common Units reported by the Issuer as outstanding as of May 2, 2011)	
<b>14</b>	<b>TYPE OF REPORTING PERSON</b>  IN	

CUSIP No. 29273V100

<b>1</b>	<b>NAME OF REPORTING PERSON</b> <b>I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (ENTITIES ONLY)</b>  The Voting Trustees of the Dan Duncan LLC Voting Trust	
<b>2</b>	<b>CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS)</b>  (a) <input type="radio"/> (b) <input type="radio"/>	
<b>3</b>	<b>SEC USE ONLY</b>	
<b>4</b>	<b>SOURCE OF FUNDS (SEE INSTRUCTIONS)</b>  OO	
<b>5</b>	<b>CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)</b>  <input type="radio"/>	
<b>6</b>	<b>CITIZENSHIP OR PLACE OF ORGANIZATION</b>  United States of America	
<b>NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH</b>	<b>7</b>	<b>SOLE VOTING POWER</b>  0
	<b>8</b>	<b>SHARED VOTING POWER</b>  34,526,090
	<b>9</b>	<b>SOLE DISPOSITIVE POWER</b>  0
	<b>10</b>	<b>SHARED DISPOSITIVE POWER</b>  34,526,090
<b>11</b>	<b>AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON</b>  34,526,090	
<b>12</b>	<b>CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)</b>  <input type="radio"/> N/A	
<b>13</b>	<b>PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)</b>  15.5%	
<b>14</b>	<b>TYPE OF REPORTING PERSON</b>  IN	

<b>1</b>	<b>NAME OF REPORTING PERSON</b> <b>I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (ENTITIES ONLY)</b>	The Estate of Dan L. Duncan, Deceased
<b>2</b>	<b>CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS)</b>	(a) <input type="checkbox"/> (b) <input type="checkbox"/>
<b>3</b>	<b>SEC USE ONLY</b>	
<b>4</b>	<b>SOURCE OF FUNDS (SEE INSTRUCTIONS)</b>	OO
<b>5</b>	<b>CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)</b>	<input type="checkbox"/>
<b>6</b>	<b>CITIZENSHIP OR PLACE OF ORGANIZATION</b>	United States of America
<b>NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH<sup>1</sup></b>	<b>7</b>	<b>SOLE VOTING POWER</b> 14,000
	<b>8</b>	<b>SHARED VOTING POWER</b> 180,100
	<b>9</b>	<b>SOLE DISPOSITIVE POWER</b> 14,000
	<b>10</b>	<b>SHARED DISPOSITIVE POWER</b> 180,100
<b>11</b>	<b>AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON</b>	194,100
<b>12</b>	<b>CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)</b>	<input type="checkbox"/> N/A
<b>13</b>	<b>PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)</b>	Less than 1%
<b>14</b>	<b>TYPE OF REPORTING PERSON</b>	OO – estate

<sup>1</sup> Numbers reported on this page exclude all Common Units beneficially owned by the Dan Duncan LLC Voting Trust. The Estate of Dan L. Duncan (the “Estate”) disclaims beneficial ownership of such Common Units. Additionally, Dr. Ralph S. Cunningham and Richard H. Bachmann, each independent co-executors of the Estate, disclaim beneficial ownership of all interests held by the Estate.

CUSIP No. 29273V100

<b>1</b>	<b>NAME OF REPORTING PERSON</b> <b>I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (ENTITIES ONLY)</b>  Dan Duncan LLC 76-0516773	
<b>2</b>	<b>CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS)</b>  (a) <input type="radio"/> (b) <input type="radio"/>	
<b>3</b>	<b>SEC USE ONLY</b>	
<b>4</b>	<b>SOURCE OF FUNDS (SEE INSTRUCTIONS)</b>  OO	
<b>5</b>	<b>CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)</b>  <input type="radio"/>	
<b>6</b>	<b>CITIZENSHIP OR PLACE OF ORGANIZATION</b>  Texas	
<b>NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH</b>	<b>7</b>	<b>SOLE VOTING POWER</b>  0
	<b>8</b>	<b>SHARED VOTING POWER</b>  34,526,090
	<b>9</b>	<b>SOLE DISPOSITIVE POWER</b>  0
	<b>10</b>	<b>SHARED DISPOSITIVE POWER</b>  34,526,090
<b>11</b>	<b>AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON</b>  34,526,090	
<b>12</b>	<b>CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)</b>  <input type="radio"/> N/A	
<b>13</b>	<b>PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)</b>  15.5%	
<b>14</b>	<b>TYPE OF REPORTING PERSON</b>  OO - limited liability company	

CUSIP No. 29273V100

<b>1</b>	<b>NAME OF REPORTING PERSON</b> <b>I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (ENTITIES ONLY)</b>  Enterprise Products Holdings LLC (formerly named EPE Holdings, LLC) 13-4297068	
<b>2</b>	<b>CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS)</b>  (a) <input type="radio"/> (b) <input type="radio"/>	
<b>3</b>	<b>SEC USE ONLY</b>	
<b>4</b>	<b>SOURCE OF FUNDS (SEE INSTRUCTIONS)</b>  OO	
<b>5</b>	<b>CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)</b>  <input type="radio"/>	
<b>6</b>	<b>CITIZENSHIP OR PLACE OF ORGANIZATION</b>  Delaware	
<b>NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH</b>	<b>7</b>	<b>SOLE VOTING POWER</b>  0
	<b>8</b>	<b>SHARED VOTING POWER</b>  34,526,090
	<b>9</b>	<b>SOLE DISPOSITIVE POWER</b>  0
	<b>10</b>	<b>SHARED DISPOSITIVE POWER</b>  34,526,090
<b>11</b>	<b>AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON</b>  34,526,090	
<b>12</b>	<b>CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)</b>  <input type="radio"/> N/A	
<b>13</b>	<b>PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)</b>  15.5%	
<b>14</b>	<b>TYPE OF REPORTING PERSON</b>  OO - limited liability company	

CUSIP No. 29273V100

<b>1</b>	<b>NAME OF REPORTING PERSON</b> <b>I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (ENTITIES ONLY)</b>  Enterprise Products Partners L.P. 76-0568219	
<b>2</b>	<b>CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS)</b>  (a) <input type="radio"/> (b) <input type="radio"/>	
<b>3</b>	<b>SEC USE ONLY</b>	
<b>4</b>	<b>SOURCE OF FUNDS (SEE INSTRUCTIONS)</b>  OO	
<b>5</b>	<b>CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)</b>  <input type="radio"/>	
<b>6</b>	<b>CITIZENSHIP OR PLACE OF ORGANIZATION</b>  Delaware	
<b>NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH</b>	<b>7</b>	<b>SOLE VOTING POWER</b>  0
	<b>8</b>	<b>SHARED VOTING POWER</b>  34,526,090
	<b>9</b>	<b>SOLE DISPOSITIVE POWER</b>  0
	<b>10</b>	<b>SHARED DISPOSITIVE POWER</b>  34,526,090
<b>11</b>	<b>AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON</b>  34,526,090	
<b>12</b>	<b>CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)</b>  <input type="radio"/> N/A	
<b>13</b>	<b>PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)</b>  15.5%	
<b>14</b>	<b>TYPE OF REPORTING PERSON</b>  PN	

CUSIP No. 29273V100

<b>1</b>	<b>NAME OF REPORTING PERSON</b> <b>I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (ENTITIES ONLY)</b>  Enterprise Products OLPGP, Inc. 83-0378402	
<b>2</b>	<b>CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS)</b>  (a) <input type="radio"/> (b) <input type="radio"/>	
<b>3</b>	<b>SEC USE ONLY</b>	
<b>4</b>	<b>SOURCE OF FUNDS (SEE INSTRUCTIONS)</b>  OO	
<b>5</b>	<b>CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)</b>  <input type="radio"/>	
<b>6</b>	<b>CITIZENSHIP OR PLACE OF ORGANIZATION</b>  Delaware	
<b>NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH</b>	<b>7</b>	<b>SOLE VOTING POWER</b>  0
	<b>8</b>	<b>SHARED VOTING POWER</b>  34,526,090
	<b>9</b>	<b>SOLE DISPOSITIVE POWER</b>  0
	<b>10</b>	<b>SHARED DISPOSITIVE POWER</b>  34,526,090
<b>11</b>	<b>AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON</b>  34,526,090	
<b>12</b>	<b>CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)</b>  <input type="radio"/> N/A	
<b>13</b>	<b>PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)</b>  15.5%	
<b>14</b>	<b>TYPE OF REPORTING PERSON</b>  CO	



CUSIP No. 29273V100

<b>1</b>	<b>NAME OF REPORTING PERSON</b> <b>I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (ENTITIES ONLY)</b>  Enterprise Products Operating LLC 26-0430539	
<b>2</b>	<b>CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS)</b>  (a) <input type="radio"/> (b) <input type="radio"/>	
<b>3</b>	<b>SEC USE ONLY</b>	
<b>4</b>	<b>SOURCE OF FUNDS (SEE INSTRUCTIONS)</b>  OO	
<b>5</b>	<b>CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)</b>  <input type="radio"/>	
<b>6</b>	<b>CITIZENSHIP OR PLACE OF ORGANIZATION</b>  Texas	
<b>NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH</b>	<b>7</b>	<b>SOLE VOTING POWER</b>  0
	<b>8</b>	<b>SHARED VOTING POWER</b>  34,526,090
	<b>9</b>	<b>SOLE DISPOSITIVE POWER</b>  0
	<b>10</b>	<b>SHARED DISPOSITIVE POWER</b>  34,526,090
<b>11</b>	<b>AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON</b>  34,526,090	
<b>12</b>	<b>CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)</b>  <input type="radio"/> N/A	
<b>13</b>	<b>PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)</b>  15.5%	
<b>14</b>	<b>TYPE OF REPORTING PERSON</b>  OO - limited liability company	

CUSIP No. 29273V100

<b>1</b>	<b>NAME OF REPORTING PERSON</b> <b>I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (ENTITIES ONLY)</b>  Enterprise ETE LLC 76-0568219	
<b>2</b>	<b>CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS)</b>  (a) <input type="radio"/> (b) <input type="radio"/>	
<b>3</b>	<b>SEC USE ONLY</b>	
<b>4</b>	<b>SOURCE OF FUNDS (SEE INSTRUCTIONS)</b>  OO	
<b>5</b>	<b>CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)</b>  <input type="radio"/>	
<b>6</b>	<b>CITIZENSHIP OR PLACE OF ORGANIZATION</b>  Delaware	
<b>NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH</b>	<b>7</b>	<b>SOLE VOTING POWER</b>  0
	<b>8</b>	<b>SHARED VOTING POWER</b>  34,526,090
	<b>9</b>	<b>SOLE DISPOSITIVE POWER</b>  0
	<b>10</b>	<b>SHARED DISPOSITIVE POWER</b>  34,526,090
<b>11</b>	<b>AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON</b>  34,526,090	
<b>12</b>	<b>CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)</b>  <input type="radio"/> N/A	
<b>13</b>	<b>PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)</b>  15.5%	
<b>14</b>	<b>TYPE OF REPORTING PERSON</b>  OO - limited liability company	

## Item 1. Security and Issuer.

This Schedule 13D/A relates to the common units (the “Common Units”) representing limited partner interests in Energy Transfer Equity, L.P., a Delaware limited partnership (the “Issuer” or “ETE”), whose principal executive offices are located at 3738 Oak Lawn Avenue, Dallas, Texas 75219.

This Schedule 13D/A represents: (i) Amendment No. 3 to the Schedule 13D originally filed by certain reporting persons with the Commission on May 17, 2007, as amended by Amendment No. 1 thereto, filed May 18, 2010, and as further amended by Amendment No. 2 thereto, filed December 7, 2010 (the “Original Schedule 13D”); (ii) Amendment No. 3 to the Schedule 13D originally filed by other reporting persons with the Commission on April 8, 2010 following the death of Dan L. Duncan on March 29, 2010, as amended by Amendment No. 1 thereto, filed May 18, 2010, and as further amended by Amendment No. 2 thereto, filed December 7, 2010 (the “Duncan Trustee 13D”); (iii) Amendment No. 2 to the Schedule 13D filed by other reporting persons with the Commission on May 18, 2010, as amended by Amendment No. 2 thereto, filed December 7, 2010 (the “Estate 13D”); and (iv) Amendment No. 1 to the Schedule 13D filed by other reporting persons with the Commission on December 7, 2010 following the merger of Enterprise GP Holdings L.P. (“EPE”) with a subsidiary of Enterprise Products Partners L.P. (the “Enterprise Products 13D”).

## Item 2. Identity and Background.

Item 2 of each of the Original Schedule 13D, the Duncan Trustee 13D, the Estate 13D and the Enterprise Products 13D is hereby amended and restated to read in its entirety as follows:

This Schedule 13D is being filed by:

- (i) Randa Duncan Williams, a citizen of the United States residing in Houston, Texas (“Ms. Williams”);
- (ii) the voting trustees (the “DD LLC Trustees”) of the Dan Duncan LLC Voting Trust (the “DD LLC Voting Trust”) pursuant to the Dan Duncan LLC Voting Trust Agreement by and among Dan Duncan LLC, Dan L. Duncan as the sole member and Dan L. Duncan as the initial voting trustee (the “DD Trust Agreement”);
- (iii) the estate of Dan L. Duncan (the “Estate”) by the independent co-executors of the Estate (the “Executors”);
- (iv) Dan Duncan LLC, a Texas limited liability company (“DD LLC”);
- (v) Enterprise Products Holdings LLC (formerly named EPE Holdings, LLC), a Delaware limited liability company (“EPD GP”);
- (vi) Enterprise Products Partners L.P., a Delaware limited partnership (“EPD”);
- (vii) Enterprise Products OLPGP, Inc., a Delaware corporation (“OLPGP”);
- (viii) Enterprise Products Operating LLC, a Texas limited liability company (“EPO”); and
- (ix) Enterprise ETE LLC, a Delaware limited liability company and successor by merger to Enterprise GP Holdings L.P. (“Enterprise ETE,” and together with Ms. Williams, the DD LLC Trustees, the Estate, DD LLC, EPD GP, EPD, OLPGP and EPO, the “Reporting Persons”) to amend the Original Schedule 13D, Duncan Trustee 13D, the Estate 13D and the Enterprise Products 13D.

Unless otherwise defined herein, capitalized terms used herein shall have the meanings set forth in the Original Schedule 13D, the Duncan Trustee 13D, the Estate 13D and the Enterprise Products 13D, as applicable.

Ms. Williams is a voting trustee of the DD LLC Voting Trust, an independent co-executor of the Estate and a beneficiary of the Estate. Ms. Williams is currently Chairman and a Director of Enterprise Products Company, a

Texas corporation, formerly named EPCO, Inc. (“EPCO”). The business address of Ms. Williams is 1100 Louisiana Street, 10th Floor, Houston, Texas 77002.

The DD LLC Trustees are voting trustees that collectively hold record ownership of the sole membership interest in DD LLC, on behalf of the Estate as the economic owner of the membership interests succeeding Dan L. Duncan. The voting trustees under the DD Trust Agreement consist of up to three trustees. The current DD LLC Trustees are: (1) Ms. Williams, a daughter of Dan L. Duncan; (2) Dr. Ralph S. Cunningham; and (3) Mr. Richard H. Bachmann. The DD LLC Trustees collectively obtained record ownership of the sole membership interest in DD LLC on March 29, 2010 as a result of the passing of Dan L. Duncan. The DD LLC Trustees serve in such capacity without compensation, but they are entitled to incur reasonable charges and expense deemed necessary and proper for administering the DD Trust Agreement and to reimbursement and indemnification. The DD Trust Agreement is governed by Texas law. The business address of the DD LLC Trustees is 1100 Louisiana Street, 10th Floor, Houston, Texas 77002.

The independent co-executors of the Estate were appointed on April 27, 2010. The current independent co-executors of the Estate are: (1) Ms. Williams; (2) Dr. Cunningham; and (3) Mr. Bachmann. The business address of the Estate and the Executors is 1100 Louisiana Street, 10th Floor, Houston, Texas 77002.

Dr. Cunningham is currently the Chairman and a Director of EPD GP, which is the general partner of EPD. Dr. Cunningham is also a Vice Chairman and a Director of EPCO, and Executive Vice President and a Manager of DD LLC. Dr. Cunningham is a U.S. citizen.

Mr. Bachmann is currently a Director of EPD GP, the Chief Executive Officer, President and a Director of EPCO, and Executive Vice President, Secretary and a Manager of DD LLC. Mr. Bachmann is a U.S. citizen.

DD LLC is an entity currently owned economically by the Estate. However, DD LLC is controlled by the DD LLC Trustees through their collective holding of the sole membership interest in DD LLC. DD LLC owns 100% of the membership interests in EPD GP. DD LLC also owns 100% of the membership interests in DFI Holdings LLC, a Delaware limited liability company (“DFI Holdings”), the sole general partner of DFI GP Holdings. DD LLC has no independent operations, and its principal functions are to directly and indirectly hold the membership and general partner interests (as applicable) in (i) EPD GP, (ii) EPD, (iii) DFI Holdings and (iv) other personal investments of Dan L. Duncan now economically owned by the Estate. DD LLC’s principal business and office address is 1100 Louisiana Street, 10th Floor, Houston, Texas 77002.

EPD GP owns a non-economic general partner interest in EPD. EPD GP has no independent operations, and its principal function is to directly and indirectly hold general partner interests in EPD. EPD GP’s principal business address and principal office address is 1100 Louisiana Street, 10th Floor, Houston, Texas 77002.

EPD owns 100% of the equity interests in OLPGP and 99.999% of the membership interests in EPO. EPD has no independent operations, and its principal functions are to directly and indirectly hold membership interests in EPO. EPD’s principal business address and principal office address is 1100 Louisiana Street, 10th Floor, Houston, Texas 77002.

OLPGP owns 0.001% of the membership interests in EPO. OLPGP has no independent operations, and its principal functions are to directly and indirectly hold membership interests in EPO and other affiliates of EPD. OLPGP’s principal business address and principal office address is 1100 Louisiana Street, 10th Floor, Houston, Texas 77002.

EPO is an indirect wholly owned subsidiary of EPD and owns 100% of the membership interests in Enterprise ETE. EPO’s principal business includes: natural gas gathering, processing, transportation and storage; NGL fractionation (or separation), transportation, storage and import and export terminaling; crude oil transportation; and offshore production platform services. EPO’s principal business address is 1100 Louisiana Street, 10th Floor, Houston, Texas 77002.

Enterprise ETE currently owns 34,526,090 Common Units. Enterprise ETE has no independent operations, and its current principal functions are to directly hold 34,526,090 Common Units. Enterprise ETE’s principal business address and principal office address is 1100 Louisiana Street, 10th Floor, Houston, Texas 77002.

Appendix A hereto sets forth information with respect to the directors and executive officers of EPD GP, the managers and executive officers of DD LLC and the directors and executive officers of OLPGP and Enterprise ETE (collectively, the "Listed Persons"). There are no directors, managers or executive officers for EPD, which is managed by its general partner, EPD GP. There are no directors, managers or executive officers of EPO, which is managed by its sole manager, OLPGP.

During the last five years, no Reporting Person nor, to the best of their knowledge, any Listed Person has been: (i) convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors) or (ii) a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

### **Item 3. Source and Amount of Funds or Other Consideration.**

Item 3 of each of the Original Schedule 13D, the Duncan Trustee 13D, the Estate 13D and the Enterprise Products 13D is hereby amended to add each of the following paragraphs:

On May 22, 2011, pursuant to the ETE Common Unit Purchase Agreement dated as of May 22, 2011 by and among EPD, Enterprise ETE and the Purchasers named therein (the "Purchase Agreement"), EPD and Enterprise ETE agreed to sell 4,450,000 Common Units to certain purchasers in a private sale (the "Sale"). Upon consummation of the Sale on May 26, 2011, Enterprise ETE directly owned 34,526,090 Common Units, or 15.5% of the outstanding Common Units.

Except as stated above, no Reporting Person has any plans or proposals of the type referred to in clauses (a) through (j) of Item 4 of Schedule 13D, although they reserve the right to formulate such plans or proposals in the future. The Reporting Persons may change their plans or proposals in the future. In determining from time to time whether to sell the Common Units reported as beneficially owned in this Schedule 13D (and in what amounts) or to retain such securities, the Reporting Persons will take into consideration such factors as they deem relevant, including the business and prospects of the Issuer, anticipated future developments concerning the Issuer, existing and anticipated market conditions from time to time, general economic conditions, regulatory matters, and other opportunities available to the Reporting Persons. The Reporting Persons reserve the right to acquire additional securities of the Issuer in the open market, in privately negotiated transactions (which may be with the Issuer or with third parties) or otherwise, to dispose of all or a portion of their holdings of securities of the Issuer or to change their intention with respect to any or all of the matters referred to in Item 4 below.

### **Item 4. Purpose of the Transaction.**

Item 4 of each of the Original Schedule 13D, the Duncan Trustee 13D, the Estate 13D and the Enterprise Products 13D is hereby amended to add each of the following paragraphs:

As disclosed in Item 3, Enterprise ETE sold 4,450,000 Common Units in the Sale, which Sale was consummated on May 26, 2011. The description of the Sale set forth in Item 3 above is hereby incorporated by reference in its entirety into this Item 4.

Except as stated above, no Reporting Person has any plans or proposals of the type referred to in clauses (a) through (j) of Item 4 of Schedule 13D, although they reserve the right to formulate such plans or proposals in the future. The Reporting Persons may change their plans or proposals in the future. In determining from time to time whether to sell the Common Units reported as beneficially owned in this Schedule 13D (and in what amounts) or to retain such securities, the Reporting Persons will take into consideration such factors as they deem relevant, including the business and prospects of the Issuer, anticipated future developments concerning the Issuer, existing and anticipated market conditions from time to time, general economic conditions, regulatory matters, and other opportunities available to the Reporting Persons. The Reporting Persons reserve the right to acquire additional securities of the Issuer in the open market, in privately negotiated transactions (which may be with the Issuer or with third parties) or otherwise, to dispose of all or a portion of their holdings of securities of the Issuer or to change their intention with respect to any or all of the matters referred to in this Item 4.

## Item 5. Interests in Securities of the Issuer.

Item 5 of each of the Original Schedule 13D, Duncan Trustee 13D, the Estate 13D and the Enterprise Products 13D is hereby amended and restated to read in its entirety as follows:

(a) and (b) As set forth herein, Randa Duncan Williams may be deemed to have beneficial ownership of the 34,720,190 Common Units representing approximately 15.6% of the outstanding Common Units, including Common Units deemed beneficially owned through her indirect influence as one of three voting trustees controlling DD LLC or as one of three independent co-executors of the Estate. Ms. Williams has shared voting and dispositive power over the 34,720,190 Units consisting of (i) the 34,526,090 Common Units beneficially owned by DD LLC, by virtue of her status as one of the DD LLC Trustees and (ii) the 194,100 Common Units beneficially owned by the Estate, by virtue of her status as one of the independent co-executors of the Estate. Ms. Williams disclaims beneficial ownership of the Common Units beneficially owned by the DD LLC Trustees and the Estate except to the extent of her voting and dispositive interests in such Common Units.

As set forth herein, pursuant to the DD LLC Trust Agreement, the DD LLC Trustees have shared voting and dispositive power over the 34,526,090 Common Units beneficially owned by DD LLC, representing approximately 15.5% of the outstanding Common Units. Except as set forth in the DD LLC Trust Agreement, voting with respect to membership interests of DD LLC by the DD LLC Trustees is by majority vote.

As set forth herein, the Estate and the Executors collectively have beneficial ownership over 194,100 Common Units beneficially owned by the Estate, representing less than 1% of the outstanding Common Units. The Common Units beneficially owned and voting and dispositive power related to these Common Units consists of (i) sole voting and dispositive power over the 14,000 Common Units owned directly by the Estate and (ii) shared voting and dispositive power over the 180,100 Common Units owned directly by DD Securities LLC, of which the Estate is the sole member.

The Estate is also the beneficial owner of 50.427% of the voting stock of EPCO held of record collectively by the voting trustees (the "EPCO Trustees") of the EPCO, Inc. Voting Trust (the "EPCO Voting Trust") pursuant to the EPCO, Inc. Voting Trust Agreement, by and among EPCO, Inc., Dan L. Duncan as the shareholder and Dan L. Duncan as the initial voting trustee (the "EPCO Trust Agreement"). The EPCO Trustees are voting trustees that collectively hold record ownership of a majority of the outstanding shares of Class A Common Stock, the only class of capital stock with voting rights (the "Class A Common Stock"), in EPCO, on behalf of the Estate as the economic owner succeeding Dan L. Duncan. The voting trustees under the EPCO Trust Agreement consist of up to three voting trustees. The current EPCO Trustees are: (1) Ms. Williams; (2) Dr. Cunningham; and (3) Mr. Bachmann. The EPCO Trustees collectively obtained record ownership of the Class A Common Stock of EPCO on March 29, 2010 as a result of the passing of Dan L. Duncan. The EPCO Trustees serve in such capacity without compensation, but they are entitled to incur reasonable charges and expense deemed necessary and proper for administering the EPCO Trust Agreement and to reimbursement and indemnification. The EPCO Trust Agreement is governed by Texas law. EPCO Holdings, Inc. ("EPCO Holdings") is a wholly owned subsidiary of EPCO. Duncan Family Interests, Inc. ("DFI") is a wholly owned subsidiary of EPCO Holdings. DFI owns 30.9% of the limited partner interests in EPD. EPD currently beneficially owns 34,526,090 Common Units.

Enterprise ETE holds directly 34,526,090 Common Units. EPO is the sole member of Enterprise ETE. EPO is owed 99.999% by EPD and 0.001% by OLPGP, which is EPO's sole manager. EPD owns all of the equity interests in OLPGP. EPD GP is the general partner of EPD. DD LLC owns 100% of the membership interests in, and is the sole member of EPD GP. DD LLC also owns 100% of the membership interests in, and is a 4% limited partner of DFI GP Holdings. The Estate is the economic owner of the member interests in DD LLC. Enterprise ETE currently owns 34,526,090 Common Units. Enterprise ETE has no independent operations, and its current principal functions are to directly hold equity interests in the Issuer.

The aforementioned ownership amounts of Common Units by the Reporting Persons are as of May 26, 2011, our most recent practicable date for this filing on Schedule 13D. The percentage ownership amounts are based on the 222,972,708 Common Units reported by the Issuer as outstanding as of May 2, 2011. (c) Except as otherwise set forth herein or below, none of the Reporting Persons has effected any transactions in Common Units in the past 60 days.

(d) No person other than as set forth in the response to this Item 5 has the right to receive or the power to direct the receipt of distributions or dividends from, or the proceeds from the transfer of, the Common Units beneficially owned by the Reporting Persons.

(e) Not applicable.

**Item 7. Material to be Filed as Exhibits.**

Item 7 of each of the Original Schedule 13D, the Duncan Trustee 13D, the Estate 13D and the Enterprise Products 13D is hereby amended and restated to read in its entirety as follows:

- 99.1 Securities Purchase Agreement, dated as of May 7, 2007, by and among Enterprise GP Holdings L.P., Natural Gas Partners VI, L.P., Ray C. Davis, Avatar Holdings, LLC, Avatar Investments, LP, Lon Kile, MHT Properties, Ltd., P. Brian Smith Holdings, LP., and LE GP, LLC (incorporated by reference to Exhibit 10.1 to EPE's Current Report on Form 8-K filed with the Commission on May 10, 2007).
- 99.2 Unitholder Rights and Restrictions Agreement, dated May 7, 2007, by and among Energy Transfer Equity, L.P., Enterprise GP Holdings L.P., Ray C. Davis and Natural Gas Partners VI, L.P. (incorporated by reference to Exhibit 10.3 to EPE's Current Report on Form 8-K filed with the Commission on May 10, 2007).
- 99.3 Third Amended and Restated Agreement of Limited Partnership of Energy Transfer Equity, L.P. (incorporated by reference to Exhibit 3.3 to ETE's Form S-1 (File No. 333-128097) filed on January 23, 2006).
- 99.4 Amendment No. 1 to Third Amended and Restated Agreement of Limited Partnership of Energy Transfer Equity, L.P. (incorporated by reference to Exhibit 3.3.1 to ETE's Form 10-K (File No. 1-32740) filed on August 31, 2006).
- 99.5 Amendment No. 2 to Third Amended and Restated Agreement of Limited Partnership of Energy Transfer Equity, L.P. (incorporated by reference to Exhibit 3.3.2 to ETE's Form 8-K (File No. 1-32740) filed on November 13, 2007).
- 99.6 Joint Filing Agreement among the Reporting Persons dated December 7, 2010 (incorporated by reference to Exhibit 9.6 to the Schedule 13D/A filed on December 7, 2010).
- 99.7\* ETE Common Unit Purchase Agreement dated as of May 22, 2011 by and among Enterprise Products Partners L.P., Enterprise ETE LLC and the Purchasers named therein.

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\* Filed herewith

**SIGNATURES**

After reasonable inquiry and to the best of each of the undersigned's knowledge and belief, each of the undersigned hereby certifies that the information set forth in this statement is true, complete and correct.

Dated: May 26, 2011

RANDA DUNCAN WILLIAMS

By: \_\_\_\_\_ (1)

Dated: May 26, 2011

The DD LLC TRUSTEES pursuant to the Dan Duncan LLC Voting Trust Agreement

The ESTATE of DAN L. DUNCAN

By: \_\_\_\_\_ (1)(2)(3)

Dated: May 26, 2011

DAN DUNCAN LLC

By: \_\_\_\_\_ (3)

(1) /s/ Randa Duncan Williams

Randa Duncan Williams, individually and in the capacities set forth below, as applicable for the reporting persons noted above: Trustee of the Dan Duncan LLC Voting Trust Agreement; and Independent Co-Executor of the Estate of Dan L. Duncan.

(2) /s/ Ralph S. Cunningham

Dr. Ralph S. Cunningham, in the capacities set forth below as applicable for the reporting persons noted above: Trustee of the Dan Duncan LLC Voting Trust Agreement; and Independent Co-Executor of the Estate of Dan L. Duncan.

(3) /s/ Richard H. Bachmann

Richard H. Bachmann, in the capacities set forth below as applicable for the reporting persons noted above: Trustee of the Dan Duncan LLC Voting Trust Agreement; Independent Co-Executor of the Estate of Dan L. Duncan; and Executive Vice President and Secretary of Dan Duncan LLC.



Dated: May 26, 2011

ENTERPRISE PRODUCTS HOLDINGS LLC

ENTERPRISE PRODUCTS PARTNERS L.P.  
By: Enterprise Products Holdings LLC

ENTERPRISE PRODUCTS OLPGP, INC.

ENTERPRISE PRODUCTS OPERATING LLC  
By: Enterprise Products OLPGP, Inc.

ENTERPRISE ETE LLC

By: /s/ W. Randall Fowler  
Executive Vice President and Chief Financial  
Officer

**APPENDIX A**

**INFORMATION CONCERNING THE MANAGERS AND EXECUTIVE OFFICERS  
OF  
DAN DUNCAN LLC**

Managers and Executive Officers of Dan Duncan LLC (“DD LLC”). Set forth below is the name, current business address, citizenship, position with DD LLC and the present principal occupation or employment of each manager and executive officer of DD LLC. Unless otherwise indicated below, the current business address for each of the individuals listed below is 1100 Louisiana Street, 10th Floor, Houston, Texas 77002. Unless otherwise indicated, each such person is a citizen of the United States of America.

<b>Name</b>	<b>Position with DD LLC; Other Present Principal Occupation</b>
Richard H. Bachmann	Executive Vice President, Secretary and Manager  Executive Vice President, Secretary and Director of EPCO Holdings; Director of EPD GP; Executive Vice President, Secretary and Manager of DD Securities LLC; President, Chief Executive Officer and Director of EPCO
Ralph S. Cunningham	Executive Vice President and Manager  Executive Vice President and Manager of DD Securities LLC; Chairman of EPD GP; Vice Chairman and Director of EPCO
W. Randall Fowler	Executive Vice President, Chief Financial Officer, Treasurer, and Manager Executive Vice President, Chief Financial Officer, Treasurer, and Manager of DD Securities LLC; Executive Vice President and Chief Financial Officer of EPD GP and OLPGP; Executive Vice President, Chief Financial Officer and Director of Enterprise ETE; Vice Chairman, Chief Financial Officer and Director of EPCO; President, Chief Executive Officer and Director of EPCO Holdings

**INFORMATION CONCERNING THE DIRECTORS AND EXECUTIVE OFFICERS  
OF  
ENTERPRISE PRODUCTS HOLDINGS LLC**

Directors and Officers of Enterprise Products Holdings LLC (“EPD GP”). Set forth below is the name, current business address, citizenship, position with EPD GP and the present principal occupation or employment of each manager and executive officer of EPD GP. Unless otherwise indicated below, the current business address for each of the individuals listed below is 1100 Louisiana Street, 10th Floor, Houston, Texas 77002. Unless otherwise indicated, each such person is a citizen of the United States of America.

<b>Name</b>	<b>Position with EPD GP; Other Present Principal Occupation</b>
Randa Duncan Williams	Director  Co-Chairman of EPCO Holdings; Director and Chairman of EPCO
Ralph S. Cunningham	Chairman  Executive Vice President and Manager of DD LLC; Executive Vice President and Manager of DD Securities LLC; Vice Chairman and Director of EPCO
Michael A. Creel	Director, President and Chief Executive Officer  Executive Vice President, Chief Financial Officer and Director of EPCO Holdings; Director and Vice Chairman of EPCO; President, Chief Executive Officer and Director of Enterprise ETE; Director, President and Chief Executive Officer of OLPGP
Richard H. Bachmann	Director  Executive Vice President, Secretary and Manager of Dan Duncan LLC and DD Securities LLC; Director, Executive Vice President and Secretary of EPCO Holdings; President, Chief Executive Officer and Director of EPCO
W. Randall Fowler	Executive Vice President and Chief Financial Officer  Executive Vice President, Chief Financial Officer, Treasurer and Manager of Dan Duncan LLC and DD Securities LLC; Vice Chairman, Chief Financial Officer and Director of EPCO; President, Chief Executive Officer and Director of EPCO Holdings; Executive Vice President, Chief Financial Officer and Director of Enterprise ETE; Executive Vice President, Chief Financial Officer and Director of OLPGP
Thurman Andress	Director
Charles E. McMahan	Director
Edwin E. Smith	Director
Charles M. Rampacek	Director
Rex C. Ross	Director
A. James Teague	Director, Executive Vice President and Chief Operating Officer  Executive Vice President and Chief Operating Officer of Enterprise ETE and OLPGP
William Ordemann	Executive Vice President  Executive Vice President and Chief Operating Officer of EPCO Holdings and EPCO; Executive Vice President of Enterprise ETE and OLPGP

**INFORMATION CONCERNING THE MANAGERS AND EXECUTIVE OFFICERS  
OF  
ENTERPRISE PRODUCTS OLPGP, INC.**

Managers and Executive Officers of Enterprise Products OLPGP, Inc. ("OLPGP"), the sole manager of Enterprise Products Operating LLC ("EPO"). Set forth below is the name, current business address, citizenship, position with EPO and the present principal occupation or employment of each manager and executive officer of OLPGP. Unless otherwise indicated below, the current business address for each of the individuals listed below is 1100 Louisiana Street, 10th Floor, Houston, Texas 77002. Unless otherwise indicated, each such person is a citizen of the United States of America.

<b>Name</b>	<b>Position with OLPGP; Other Present Principal Occupation</b>
Michael A. Creel	Director, President and Chief Executive Officer  Executive Vice President, Chief Financial Officer, and Director of EPCO Holdings; Vice Chairman and Director of EPCO; Director, President and Chief Executive Officer of EPD GP; President, Chief Executive Officer and Director of Enterprise ETE
W. Randall Fowler	Executive Vice President, Chief Financial Officer and Director  Executive Vice President, Chief Financial Officer, Treasurer and Manager of Dan Duncan LLC and DD Securities LLC; Vice Chairman, Chief Financial Officer and Director of EPCO, President, Chief Executive Officer and Director of EPCO Holdings; Executive Vice President and Chief Financial Officer of EPD GP; Executive Vice President, Chief Financial Officer and Director of Enterprise ETE
A. James Teague	Executive Vice President and Chief Operating Officer  Executive Vice President, Chief Operating Officer and Director of EPD GP; Executive Vice President and Chief Operating Officer of Enterprise ETE
William Ordemann	Executive Vice President  Executive Vice President of Enterprise ETE and EPD GP; Executive Vice President and Chief Operating Officer of EPCO and EPCO Holdings

**INFORMATION CONCERNING THE DIRECTORS AND EXECUTIVE OFFICERS  
OF  
ENTERPRISE ETE LLC**

Directors and Executive Officers of Enterprise ETE LLC ("Enterprise ETE"). Set forth below is the name, current business address, citizenship, position with Enterprise ETE and the present principal occupation or employment of each director and executive officer of Enterprise ETE. Unless otherwise indicated below, the current business address for each of the individuals listed below is 1100 Louisiana Street, 10th Floor, Houston, Texas 77002. Unless otherwise indicated, each such person is a citizen of the United States of America.

<b>Name</b>	<b>Position with Enterprise ETE; Other Present Principal Occupation</b>
Michael A. Creel	President, Chief Executive Officer and Director  Executive Vice President, Chief Financial Officer, and Director of EPCO Holdings; Vice Chairman and Director of EPCO; Director, President and Chief Executive Officer of EPD GP; Director, President and Chief Executive Officer of OLPGP
W. Randall Fowler	Executive Vice President, Chief Financial Officer and Director  Executive Vice President, Chief Financial Officer, Treasurer and Manager of Dan Duncan LLC and DD Securities LLC; Vice Chairman, Chief Financial Officer and Director of EPCO, President, Chief Executive Officer and Director of EPCO Holdings; Executive Vice President and Chief Financial Officer of EPD GP; Executive Vice President, Chief Financial Officer and Director of OLPGP
A. James Teague	Executive Vice President and Chief Operating Officer  Executive Vice President and Chief Operating Officer of OLPGP; Director, Executive Vice President and Chief Operating Officer of EPD GP
William Ordemann	Executive Vice President  Executive Vice President of OLPGP and EPD GP; Executive Vice President and Chief Operating Officer of EPCO and EPCO Holdings

**ETE COMMON UNIT PURCHASE AGREEMENT**

**by and among**

**ENTERPRISE PRODUCTS PARTNERS, L.P.,**

**ENTERPRISE ETE LLC**

**and**

**THE PURCHASERS NAMED ON SCHEDULE A HERETO**

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## ETE COMMON UNIT PURCHASE AGREEMENT

This ETE COMMON UNIT PURCHASE AGREEMENT, dated as of May 22, 2011 (this "Agreement"), is by and among ENTERPRISE PRODUCTS PARTNERS L.P., a Delaware limited partnership ("Enterprise"), ENTERPRISE ETE LLC, a Delaware limited liability company and wholly-owned subsidiary of Enterprise ("Enterprise ETE," and together with Enterprise, the "Enterprise Parties"), on the one hand, and each of the purchasers listed on Schedule A hereof (each a "Purchaser" and collectively, the "Purchasers"), on the other hand.

WHEREAS, pursuant to that certain Securities Purchase Agreement, dated as of May 7, 2007, by and among Ray C. Davis ("Davis"), Avatar Holdings LLC, Avatar Investments LP, Natural Gas Partners VI, L.P. ("NGP"), Lon Kile, MHT Properties, Ltd., P. Brian Smith Holdings LP, LE GP, LLC and Enterprise GP Holdings, L.P., Enterprise GP Holdings, L.P. acquired 38,976,090 common units representing beneficial interests in Energy Transfer Equity, L.P., a Delaware limited partnership ("ETE," and such common units the "ETE Common Units");

WHEREAS, in connection with the purchase and sale of the ETE Common Units, ETE, Enterprise GP Holdings, L.P., Davis and NGP entered into that certain Unitholder Rights and Restrictions Agreement, dated May 7, 2007, detailing certain rights and restrictions of the parties thereto in connection with the purchase and sale of the ETE Common Units (the "Rights Agreement");

WHEREAS, on November 22, 2010, in connection with the merger of Enterprise GP Holdings, L.P. with and into Enterprise ETE and subsequent contribution of the membership interests of Enterprise ETE to Enterprise Products Operating LLC, Enterprise ETE became the record holder of the ETE Common Units; and

WHEREAS, Enterprise desires to cause Enterprise ETE to sell to the Purchasers, and the Purchasers desire to purchase from Enterprise ETE, certain of the ETE Common Units, in accordance with the provisions of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Enterprise Parties, jointly and severally, and each of the Purchasers, severally and not jointly, hereby agree as follows:

### ARTICLE I DEFINITIONS

Section 1.1 Definitions. As used in this Agreement, and unless the context requires a different meaning, the following terms have the meanings indicated:

"Affiliate" means, with respect to any Person, any other Person that directly or indirectly through one or more intermediaries controls, is controlled by or is under common control with, the Person in question. As used herein, the term "control" means the possession, direct or

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indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise.

“Agreement” has the meaning set forth in the introductory paragraph.

“Business Day” means a day other than (i) a Saturday or Sunday or (ii) any day on which banks located in New York, New York, U.S.A. are authorized or obligated to close.

“Closing” has the meaning specified in Section 2.2(a).

“Closing Date” has the meaning specified in Section 2.2(a).

“Commission” means the United States Securities and Exchange Commission.

“Davis” has the meaning set forth in the recitals.

“Delaware LLC Act” means the Delaware Limited Liability Company Act, as amended.

“Delaware LP Act” has the meaning set forth in Section 3.2(a).

“Enterprise” has the meaning set forth in the introductory paragraph.

“Enterprise Entities” means each of the General Partner, Enterprise, Enterprise ETE, the OLPGP, the Operating LLC and their respective Subsidiaries.

“Enterprise ETE” has the meaning set forth in the introductory paragraph.

“ETE Common Units” has the meaning set forth in the recitals.

“Enterprise Parties” has the meaning set forth in the introductory paragraph.

“Enterprise Related Parties” has the meaning specified in Section 6.2.

“ETE” has the meaning set forth in the recitals.

“ETE Partnership Agreement” means the agreement of limited partnership of ETE, as amended and/or restated on or prior to the date hereof.

“Exchange Act” means the Securities Exchange Act of 1934, as amended from time to time, and the rules and regulations of the Commission promulgated thereunder.

“General Partner” means Enterprise Products Holdings LLC, the general partner of Enterprise.

“Governmental Authority” means, with respect to a particular Person, any country, state, county, city and political subdivision in which such Person or such Person’s Property is located or that exercises valid jurisdiction over any such Person or such Person’s Property, and any court, agency, department, commission, board, bureau or instrumentality of any of them and any monetary authority that exercises valid jurisdiction over any such Person or such Person’s

Property. Unless otherwise specified, all references to Governmental Authority herein with respect to the Enterprise Parties mean a Governmental Authority having jurisdiction over the Enterprise Entities or any of their respective Properties.

“Indemnified Party” has the meaning specified in Section 6.3.

“Indemnifying Party” has the meaning specified in Section 6.3.

“Law” means any federal, state, local or foreign order, writ, injunction, judgment, settlement, award, decree, statute, law, rule or regulation.

“Lien” means any interest in Property securing an obligation owed to, or a claim by, a Person other than the owner of the Property, whether such interest is based on the common law, statute or contract, and whether such obligation or claim is fixed or contingent, and including the lien or security interest arising from a mortgage, encumbrance, pledge, security agreement, conditional sale or trust receipt or a lease, consignment or bailment for security purposes. For the purpose of this Agreement, a Person shall be deemed to be the owner of any Property that it has acquired or holds subject to a conditional sale agreement, or leases under a financing lease or other arrangement pursuant to which title to the Property has been retained by or vested in some other Person in a transaction intended to create a financing.

“Lock-Up Period” has the meaning set forth in Section 5.2.

“OLPGP” means Enterprise Products OLPGP, Inc., a Delaware corporation and managing member of Operating LLC.

“Operating LLC” means Enterprise Products Operating LLC, a Texas limited liability company.

“Person” means an individual or a corporation, limited liability company, partnership, joint venture, trust, unincorporated organization, association, government agency or political subdivision thereof or other form of entity.

“Property” means any interest in any kind of property or asset, whether real, personal or mixed, or tangible or intangible.

“Purchased Units” means, the 4,450,000 ETE Common Units to be sold hereunder, and with respect to a particular Purchaser, the number of ETE Common Units equal to the aggregate Purchase Price set forth opposite such Purchaser’s name under the column titled “Purchase Price” set forth on Schedule A hereto divided by the Unit Price.

“Purchase Price” means, with respect to a particular Purchaser, the amount set forth opposite such Purchaser’s name under the column titled “Purchase Price” set forth on Schedule A hereto.

“Purchaser” and “Purchasers” have the meanings set forth in the introductory paragraph.

“Purchaser Related Parties” has the meaning specified in Section 6.1.

“Representatives” of any Person means the Affiliates, officers, directors, managers, employees, agents, counsel, accountants, investment bankers and other representatives of such Person.

“Rights Agreement” has the meaning set forth in the recitals.

“Securities Act” means the Securities Act of 1933, as amended from time to time, and the rules and regulations of the Commission promulgated thereunder.

“Subsidiary” means, with respect to any Person, (a) a corporation of which more than 50% of the voting power of shares entitled (without regard to the occurrence of any contingency) to vote in the election of directors or other governing body of such corporation is owned, directly or indirectly, at the date of determination, by such Person, by one or more Subsidiaries of such Person or a combination thereof, (b) a partnership (whether general or limited) in which such Person or a Subsidiary of such Person is, at the date of determination, a general or limited partner of such partnership, but only if more than 50% of the partnership interests of such partnership (considering all of the partnership interests of the partnership as a single class) is owned, directly or indirectly, at the date of determination, by such Person, by one or more Subsidiaries of such Person, or a combination thereof, or (c) any other Person (other than a corporation or a partnership) in which such Person, one or more Subsidiaries of such Person, or a combination thereof, directly or indirectly, at the date of determination, has (i) at least a majority ownership interest or (ii) the power to elect or direct the election of a majority of the directors or other governing body of such Person.

“Transaction Documents” means the Purchase Agreement and any other agreements or instruments executed and delivered by the Parties hereunder.

“Unit Price” has the meaning specified in Section 2.1(b).

## ARTICLE II

### AGREEMENT TO SELL AND PURCHASE

#### Section 2.1 Sale and Purchase.

(a) Subject to the terms and conditions hereof, Enterprise ETE hereby agrees to sell, and Enterprise agrees to cause Enterprise ETE to sell, to each Purchaser and each Purchaser hereby agrees, severally and not jointly, to purchase from Enterprise ETE, its respective Purchased Units, and each Purchaser agrees, severally and not jointly, to pay Enterprise ETE the Unit Price for each Purchased Unit as set forth in paragraph (b) below. The obligations of each Purchaser under this Agreement are independent of the obligations of each other Purchaser, and the failure or waiver of performance by any Purchaser does not excuse performance by any other Purchaser or by the Enterprise Parties.

(b) The amount per ETE Common Unit each Purchaser will pay to Enterprise ETE to purchase the Purchased Units (the “Unit Price”) hereunder shall be \$37.88.

Section 2.2 Closing; Delivery of and Payment for the Purchased Units. Subject to the terms and conditions hereof, the consummation of the purchase and sale of the Purchased Units hereunder (the "Closing") shall take place at the offices of Andrews Kurth LLP, Houston, Texas, or such other location as mutually agreed by the parties, on May 26, 2011 (the date of such closing, the "Closing Date").

(b) Delivery of the Purchased Units attributable to each Purchaser shall be made to such Purchaser against payment by such Purchaser of the purchase price thereof to or upon the order of Enterprise ETE by wire transfer in immediately available funds to an account specified by Enterprise. Delivery of the Purchased Units shall be made in book-entry form with the transfer agent of ETE unless the Purchaser shall otherwise instruct. Time shall be of the essence, and delivery at the time and place specified pursuant to this Agreement is a further condition of the obligation of such Purchaser.

Section 2.3 Mutual Conditions. The respective obligations of each party to consummate the purchase and sale of the Purchased Units shall be subject to the satisfaction on or prior to the Closing Date of each of the following conditions (any or all of which may be waived by a party on behalf of itself in writing, in whole or in part, to the extent permitted by applicable Law):

(a) no Law shall have been enacted or promulgated, and no action shall have been taken, by any Governmental Authority of competent jurisdiction that temporarily, preliminarily or permanently restrains, precludes, enjoins or otherwise prohibits the consummation of the transactions contemplated hereby or makes the transactions contemplated hereby illegal; and

(b) there shall not be pending any suit, action or proceeding by any Governmental Authority seeking to restrain, preclude, enjoin or prohibit the transactions contemplated by this Agreement.

Section 2.4 Each Purchaser's Conditions. The obligation of each Purchaser to consummate the purchase of its Purchased Units shall be subject to the satisfaction on or prior to the Closing Date of each of the following conditions (any or all of which may be waived by a particular Purchaser on behalf of itself in writing with respect to its Purchased Units, in whole or in part, to the extent permitted by applicable Law):

(a) Each Enterprise Party shall have performed and complied with the covenants and agreements contained in this Agreement that are required to be performed and complied with by such Enterprise Party on or prior to the Closing Date;

(b) The representations and warranties of the Enterprise Parties contained in this Agreement shall be true and correct when made and as of the Closing Date (except that representations of the Enterprise Parties made as of a specific date shall be required to be true and correct as of such date only); and

(c) The Enterprise Parties shall have delivered, or caused to be delivered, to the Purchasers at the Closing, the closing deliveries described in Section 2.6.

Section 2.5 Conditions of the Enterprise Parties. The obligation of the Enterprise Parties to consummate the sale of the Purchased Units to a Purchaser shall be subject to the satisfaction on or prior to the Closing Date of each of the following conditions with respect to such Purchaser (any or all of which may be waived by Enterprise in writing, in whole or in part, to the extent permitted by applicable Law):

(a) The representations and warranties of such Purchaser contained in this Agreement shall be true and correct when made and as of the Closing Date (except that representations of such Purchaser made as of a specific date shall be required to be true and correct as of such date only); and

(b) Such Purchaser shall have delivered, or caused to be delivered, to the Enterprise Parties at the Closing such Purchaser's closing deliveries described in Section 2.7.

By accepting delivery of the Purchased Units in a manner described in Section 2.2(b), each Purchaser shall be deemed to have represented to the Enterprise Parties that such Purchaser has performed and complied with the covenants and agreements contained in this Agreement that are required to be performed and complied with by it on or prior to the Closing Date; and the representations and warranties of such Purchaser contained in this Agreement are true and correct as of the Closing Date (except that representations and warranties made as of a specific date shall be required to be true and correct as of such date only).

Section 2.6 Enterprise Parties Deliveries. At the Closing, subject to the terms and conditions hereof, the Enterprise Parties will deliver, or cause to be delivered, to each Purchaser:

(a) Satisfactory evidence from the transfer agent that the Purchased Units have been transferred to each Purchaser, free and clear of any Liens, other than transfer restrictions under the ETE Partnership Agreement, and without any restrictive legend thereon;

(b) A cross-receipt executed by the Enterprise Parties and delivered to such Purchaser certifying that it has received the Purchase Price from such Purchaser as of the Closing Date;

(c) An opinion addressed to the Purchasers from Andrews Kurth LLP, legal counsel to the Enterprise Parties, dated as of the Closing, in the form and substance attached hereto as Exhibit A; and

(d) A certificate, dated the Closing Date and signed by the Chief Executive Officer and the Chief Financial Officer of the General Partner, on behalf of Enterprise, in their capacities as such, stating that:

(i) Each Enterprise Party has performed and complied with the covenants and agreements contained in this Agreement that are required to be performed and complied with by it on or prior to the Closing Date; and

(ii) The representations and warranties of the Enterprise Parties contained in this Agreement are true and correct as of the Closing Date (except that representations

and warranties made as of a specific date shall be required to be true and correct as of such date only).

Section 2.7 Purchaser Deliveries. At the Closing, subject to the terms and conditions hereof, each Purchaser will deliver, or cause to be delivered, to the Enterprise Parties:

(a) Payment to Enterprise ETE of the Purchase Price set forth opposite such Purchaser's name under the column titled "Purchase Price" on Schedule A hereto by wire transfer of immediately available funds to an account designated by Enterprise, which account must be designated in writing at least two Business Days prior to the Closing Date; and

(b) A cross-receipt executed by such Purchaser and delivered to the Enterprise Parties certifying that it has received its Purchased Units as of the Closing Date.

Section 2.8 Independent Nature of Purchasers' Obligations and Rights. The obligations of each Purchaser herein are several and not joint with the obligations of any other Purchaser, and no Purchaser shall be responsible in any way for the performance of the obligations of any other Purchaser herein. Nothing contained herein, and no action taken by any Purchaser pursuant thereto, shall be deemed to constitute the Purchasers as a partnership, an association, a joint venture or any other kind of entity, or create a presumption that the Purchasers are in any way acting in concert or as a group with respect to such obligations or the transactions contemplated hereby. Each Purchaser shall be entitled to independently protect and enforce its rights, including without limitation, the rights arising out of this Agreement, and it shall not be necessary for any other Purchaser to be joined as an additional party in any proceeding for such purpose.

### ARTICLE III

#### REPRESENTATIONS AND WARRANTIES OF THE ENTERPRISE PARTIES

The Enterprise Parties, jointly and severally, represent and warrant to each Purchaser as follows:

Section 3.1 Existence. Each Enterprise Party has been duly formed and is validly existing in good standing under the laws of its respective jurisdiction of formation, with all limited liability company or partnership, as the case may be, power and authority necessary to own or hold its properties and conduct the businesses in which it is engaged, in each case in all material respects.

Section 3.2 Authorization, Enforceability. Each Enterprise Party has all necessary limited liability company or partnership power and authority to execute, deliver and perform its obligations under this Agreement and to consummate the transactions contemplated hereby, and the execution, delivery and performance by each Enterprise Party of this Agreement has been duly authorized by all necessary action on the part of each Enterprise Party; and this Agreement constitutes the legal, valid and binding obligation of each Enterprise Party, enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, fraudulent transfer and similar laws affecting creditors' rights generally

or by general principles of equity, including principles of commercial reasonableness, fair dealing and good faith.

Section 3.3 ETE Common Unit Ownership; Entity Ownership.

(a) As of the date hereof and immediately prior to the sale of ETE Common Units pursuant to this Agreement, Enterprise ETE is the holder of record of all of the Purchased Units, and Enterprise ETE (or its predecessor) has continuously held of record such Purchased Units since May 7, 2007. Enterprise ETE has, and immediately prior to the Closing will have, good and valid title to the Purchased Units. To the knowledge of the Enterprise Parties, all of the Purchased Units and the limited partner interests represented thereby have been duly authorized and validly issued in accordance with the ETE Partnership Agreement and are fully paid (to the extent required under the ETE Partnership Agreement) and non-assessable (except as such non-assessability may be affected by Sections 17-303, 17-607 or 17-804 of the Delaware Revised Uniform Limited Partnership Act, as amended (the "Delaware LP Act").

(b) Upon delivery of the Purchase Price, Enterprise ETE will convey to the Purchaser on the Closing Date the Purchased Units free and clear of any Liens other than Liens set forth in the ETE Partnership Agreement.

(c) Enterprise ETE is an indirect wholly owned subsidiary of the Enterprise.

Section 3.4 No Conflict. None of (i) the offering and sale by the Enterprise Parties of the Purchased Units, (ii) the execution, delivery and performance of this Agreement by the Enterprise Parties, or (iii) the consummation of the transactions contemplated hereby (A) conflicts or will conflict with or constitutes or will constitute a violation of the certificate of limited partnership or agreement of limited partnership, certificate of formation or limited liability company agreement, certificate or articles of incorporation or bylaws or other organizational documents of any of the Enterprise Entities, (B) conflicts with or will conflict with or constitutes or will constitute a breach or violation of, or a default (or an event that, with notice or lapse of time or both, would constitute a default) under, the Rights Agreement, (C) conflicts or will conflict with or constitutes or will constitute a breach or violation of, or a default (or an event that, with notice or lapse of time or both, would constitute such a default) under, any indenture, mortgage, deed of trust, loan agreement, lease or other agreement or instrument to which any of the Enterprise Entities is a party or by which any of them or any of their respective properties or assets may be bound, or (D) violates or will violate any statute, law or regulation or any order, judgment, decree or injunction of any court, arbitrator or governmental agency or body having jurisdiction over any of the Enterprise Entities or any of their respective properties or assets, which conflicts, breaches, violations, defaults or liens, in the case of clause (C), would, individually or in the aggregate, materially impair the ability of any of the Enterprise Parties to perform their obligations under this Agreement.

Section 3.5 No Consents. No permit, consent, approval, authorization, order, registration, filing or qualification ("consent") of or with any court, governmental agency or body having jurisdiction over the Enterprise Entities or any of their respective properties is required in connection with (i) the offering and sale by the Enterprise Parties of the Purchased Units in the manner contemplated in this Agreement, (ii) the execution, delivery and



performance of this Agreement by the Enterprise Parties or (iii) the consummation by the Enterprise Parties of the transactions contemplated by this Agreement, other than filings by the Enterprise Parties required under Section 13 and Section 16 under the Exchange Act.

Section 3.6 No Rights of First Refusal. Neither the execution of this Agreement nor the sale of the Purchased Units as contemplated by this Agreement gives rise to any rights of first refusal, rights of first offer or similar rights under any agreement to which either Enterprise Party is a party that would entitle any Person to purchase or otherwise acquire any of the Purchased Units or require that an offer to purchase or acquire any of the Purchased Units be made to any Person.

Section 3.7 Litigation. As of the date hereof, there are no legal or governmental proceedings pending to which any Enterprise Party is a party which challenges the validity of any of this Agreement or the right of the Enterprise Parties to enter into this Agreement or to consummate the transactions contemplated hereby and, to the knowledge of Enterprise, no such proceedings are threatened by Governmental Authorities or others.

Section 3.8 Certain Fees. Except for the fees payable to Citigroup Global Markets Inc., no fees or commissions are or will be payable by the Enterprise Parties to brokers, finders, or investment bankers with respect to the sale of any of the Purchased Units or the consummation of the transaction contemplated by this Agreement. The Enterprise Parties, jointly and severally, agree to indemnify and hold harmless the Purchaser from and against any and all claims, demands, or liabilities for broker's, finder's, placement, or other similar fees or commissions incurred by the Enterprise Parties in connection with the sale of the Purchased Units or the consummation of the transactions contemplated by this Agreement.

Section 3.9 No Side Agreements. There are no agreements by, among or between the Enterprise Parties or any of their Affiliates, on the one hand, and any Purchaser or any of their Affiliates, on the other hand, with respect to the transactions contemplated hereby other than this Agreement nor promises or inducements for future transactions between or among any of such parties.

Section 3.10 No Registration. The sale of the Purchased Units pursuant to this Agreement is exempt from registration requirements of the Securities Act under Section 4(1) thereunder.

Section 3.11 Matters Pertaining to ETE and the Purchased Units.

(a) The Enterprise Parties have no knowledge of any material fact, condition or information pertaining to ETE and its Subsidiaries not disclosed in the reports of ETE filed under Section 13 or 15(d) of the Exchange Act, as applicable.

(b) Neither of the Enterprise Parties is, nor has an Enterprise Party been during the preceding three months, an "affiliate" of ETE, as such term is defined in both Rule 144(a)(1) and Rule 405 of the Securities Act.

(c) The Enterprise Parties have no knowledge of any failure on behalf of ETE to (i) file any reports under Section 13 or 15(d) of the Exchange Act, as applicable, during the 12

months preceding the date hereof, other than Form 8-K reports, or (ii) submit electronically and post on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T, during the 12 months preceding the date hereof.

**ARTICLE IV**  
**REPRESENTATIONS AND WARRANTIES OF THE PURCHASERS**

Each Purchaser, severally and not jointly, hereby represents and warrants to the Enterprise Parties that:

Section 4.1 Existence. Such Purchaser is duly organized and validly existing and in good standing under the Laws of its jurisdiction of organization, with all requisite power and authority to own, lease, use and operate its Properties and to conduct its business as currently conducted.

Section 4.2 Authorization, Enforceability. Such Purchaser has all necessary corporate, limited liability company or partnership power and authority to execute, deliver and perform its obligations under this Agreement and to consummate the transactions contemplated hereby, and the execution, delivery and performance by such Purchaser of this Agreement has been duly authorized by all necessary action on the part of such Purchaser; and this Agreement constitutes the legal, valid and binding obligation of such Purchaser, enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, fraudulent transfer and similar laws affecting creditors' rights generally or by general principles of equity, including principles of commercial reasonableness, fair dealing and good faith.

Section 4.3 No Breach. The execution, delivery and performance of this Agreement by such Purchaser and the consummation by such Purchaser of the transactions contemplated hereby will not (a) conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, any material agreement to which such Purchaser is a party or by which such Purchaser is bound or to which any of the property or assets of such Purchaser is subject, (b) conflict with or result in any violation of the provisions of the organizational documents of such Purchaser, or (c) violate any statute, order, rule or regulation of any court or governmental agency or body having jurisdiction over such Purchaser or the property or assets of such Purchaser, except in the cases of clauses (a) and (c), for such conflicts, breaches, violations or defaults as would not prevent the consummation of the transactions contemplated by this Agreement.

Section 4.4 Certain Fees. No fees or commissions are or will be payable by such Purchaser to brokers, finders, or investment bankers with respect to the purchase of any of the Purchased Units or the consummation of the transaction contemplated by this Agreement. Such Purchaser agrees that it will indemnify and hold harmless the Enterprise Parties from and against any and all claims, demands, or liabilities for broker's, finder's, placement, or other similar fees or commissions incurred by such Purchaser in connection with the purchase of the Purchased Units or the consummation of the transactions contemplated by this Agreement.

## ARTICLE V

### COVENANTS

Section 5.1 Taking of Necessary Action. Each of the parties hereto shall use its commercially reasonable efforts promptly to take or cause to be taken all action and promptly to do or cause to be done all things necessary, proper or advisable under applicable Law and regulations to consummate and make effective the transactions contemplated by this Agreement. Without limiting the foregoing, the Enterprise Parties and each Purchaser shall use its commercially reasonable efforts to make all filings and obtain all consents of Governmental Authorities that may be necessary or, in the reasonable opinion of the other parties, as the case may be, advisable for the consummation of the transactions contemplated by this Agreement.

Section 5.2 Lock-Up Agreement. The Enterprise Parties agree, for a period of 45 days from the date of this Agreement (the “Lock-Up Period”), not to, directly or indirectly, (i) offer for sale, sell, pledge or otherwise dispose of (or enter into any transaction or device that is designed to, or could be expected to, result in the disposition by any person at any time in the future of) any ETE Common Units or securities convertible into, or exchangeable for ETE Common Units, or sell or grant options, rights or warrants with respect to any ETE Common Units or securities convertible into or exchangeable for ETE Common Units (other than the grant of options pursuant to option plans existing on the date hereof or additional sales of ETE Common Units to any of the Purchasers at a price of no less than the Purchase Price), or (ii) enter into any swap or other derivatives transaction that transfers to another, in whole or in part, any of the economic benefits or risks of ownership of such ETE Common Units, whether any such transaction described in clause (i) or (ii) above is to be settled by delivery of ETE Common Units or other securities, in cash or otherwise, (iii) request or demand that a registration statement be filed, including any amendments, with respect to the registration of any ETE Common Units or securities convertible, exercisable or exchangeable into ETE Common Units or (iv) publicly disclose the intention to do any of the foregoing.

## ARTICLE VI

### INDEMNIFICATION

Section 6.1 Indemnification by the Enterprise Parties. Each of the Enterprise Parties, jointly and severally, agrees to indemnify each Purchaser and its officers, directors, managers, general partners, employees and agents (collectively, “Purchaser Related Parties”) from, and hold each of them harmless against, any and all actions, suits, proceedings (including any investigations, litigation or inquiries), demands, and causes of action, and, in connection therewith, and promptly upon demand, pay or reimburse each of them for all costs, losses, liabilities, damages, or expenses of any kind or nature whatsoever, including, without limitation, the reasonable fees and disbursements of counsel and all other reasonable expenses incurred in connection with investigating, defending or preparing to defend any such matter that may be incurred by them or asserted against or involve any of them as a result of, arising out of, or in any way related to the breach of any of the representations, warranties or covenants of the Enterprise Parties contained herein, provided that such claim for indemnification relating to a

breach of the representations or warranties is made prior to the expiration of such representations or warranties; and provided further, that no Purchaser Related Party shall be entitled to recover special, consequential (including lost profits or diminution in value) or punitive damages. Notwithstanding anything to the contrary, consequential damages shall not be deemed to include diminution in value of the Purchased Units, which is specifically included in damages covered by Purchaser Related Parties' indemnification.

Section 6.2 Indemnification by Purchasers. Each Purchaser agrees, severally and not jointly, to indemnify the Enterprise Parties and their respective officers, directors, managers, general partners, employees and agents (collectively, "Enterprise Related Parties") from, and hold each of them harmless against, any and all actions, suits, proceedings (including any investigations, litigation or inquiries), demands, and causes of action, and, in connection therewith, and promptly upon demand, pay or reimburse each of them for all costs, losses, liabilities, damages, or expenses of any kind or nature whatsoever, including, without limitation, the reasonable fees and disbursements of counsel and all other reasonable expenses incurred in connection with investigating, defending or preparing to defend any such matter that may be incurred by them or asserted against or involve any of them as a result of, arising out of, or in any way related to the breach of any of the representations, warranties or covenants of such Purchaser contained herein, provided that such claim for indemnification relating to a breach of the representations and warranties is made prior to the expiration of such representations and warranties; and provided further, that no Enterprise Related Party shall be entitled to recover special, consequential (including lost profits or diminution in value) or punitive damages.

Section 6.3 Indemnification Procedure. Promptly after any Enterprise Related Party or Purchaser Related Party (hereinafter, the "Indemnified Party") has received notice of any indemnifiable claim hereunder, or the commencement of any action, suit or proceeding by a third person, which the Indemnified Party believes in good faith is an indemnifiable claim under this Agreement, the Indemnified Party shall give the indemnitor hereunder (the "Indemnifying Party") written notice of such claim or the commencement of such action, suit or proceeding, but failure to so notify the Indemnifying Party will not relieve the Indemnifying Party from any liability it may have to such Indemnified Party hereunder except to the extent that the Indemnifying Party is materially prejudiced by such failure. Such notice shall state the nature and the basis of such claim to the extent then known. The Indemnifying Party shall have the right to defend and settle, at its own expense and by its own counsel who shall be reasonably acceptable to the Indemnified Party, any such matter as long as the Indemnifying Party pursues the same diligently and in good faith. If the Indemnifying Party undertakes to defend or settle, it shall promptly notify the Indemnified Party of its intention to do so, and the Indemnified Party shall cooperate with the Indemnifying Party and its counsel in all commercially reasonable respects in the defense thereof and the settlement thereof. Such cooperation shall include, but shall not be limited to, furnishing the Indemnifying Party with any books, records and other information reasonably requested by the Indemnifying Party and in the Indemnified Party's possession or control. Such cooperation of the Indemnified Party shall be at the cost of the Indemnifying Party. After the Indemnifying Party has notified the Indemnified Party of its intention to undertake to defend or settle any such asserted liability, and for so long as the Indemnifying Party diligently pursues such defense, the Indemnifying Party shall not be liable for any additional legal expenses incurred by the Indemnified Party in connection with any defense or settlement of such asserted liability; provided, however, that the Indemnified Party

shall be entitled (i) at its expense, to participate in the defense of such asserted liability and the negotiations of the settlement thereof and (ii) if (A) the Indemnifying Party has failed to assume the defense or employ counsel reasonably acceptable to the Indemnified Party or (B) if the defendants in any such action include both the Indemnified Party and the Indemnifying Party and counsel to the Indemnified Party shall have concluded that there may be reasonable defenses available to the Indemnified Party that are different from or in addition to those available to the Indemnifying Party or if the interests of the Indemnified Party reasonably may be deemed to conflict with the interests of the Indemnifying Party, then the Indemnified Party shall have the right to select a separate counsel and to assume such legal defense and otherwise to participate in the defense of such action, with the expenses and fees of such separate counsel and other expenses related to such participation to be reimbursed by the Indemnifying Party as incurred. Notwithstanding any other provision of this Agreement, the Indemnifying Party shall not settle any indemnified claim without the consent of the Indemnified Party, unless the settlement thereof imposes no liability or obligation on, and includes a complete release from liability of, and does not include any admission of wrongdoing or malfeasance by, the Indemnified Party.

## **ARTICLE VII MISCELLANEOUS**

Section 7.1 Interpretation. Article, Section, Schedule, and Exhibit references are to this Agreement, unless otherwise specified. All references to instruments, documents, contracts, and agreements are references to such instruments, documents, contracts, and agreements as the same may be amended, supplemented, and otherwise modified from time to time, unless otherwise specified. The word “including” shall mean “including but not limited to.” Whenever any party has an obligation under this Agreement, the expense of complying with that obligation shall be an expense of such party unless otherwise specified. Whenever any determination, consent, or approval is to be made or given by any Purchaser, such action shall be in such Purchaser’s sole discretion unless otherwise specified in this Agreement. If any provision in this Agreement is held to be illegal, invalid, not binding, or unenforceable, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid, not binding, or unenforceable provision had never comprised a part of hereof, and the remaining provisions shall remain in full force and effect. This Agreement been reviewed and negotiated by sophisticated parties with access to legal counsel and shall not be construed against the drafter.

Section 7.2 Survival of Provisions. The representations and warranties set forth in Sections 3.2, 3.3, 3.4, 3.5, 3.8, 3.9, 3.10, 3.11, 4.2 and 4.4 shall survive the execution and delivery of this Agreement indefinitely, and the other representations and warranties set forth hereunder shall survive for a period of 12 months, in each case following the Closing Date, regardless of any investigation made by or on behalf of the Enterprise Parties or any Purchaser. The covenants made in this Agreement shall survive the Closing of the transactions described herein and remain operative and in full force and effect regardless of acceptance of any of the Purchased Units and payment therefor and repayment, conversion, exercise or repurchase thereof.

Section 7.3 No Waiver; Modifications in Writing.

(a) Delay. No failure or delay on the part of any party in exercising any right, power, or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power, or remedy. The remedies provided for herein are cumulative and are not exclusive of any remedies that may be available to a party at law or in equity or otherwise.

(b) Amendment; Specific Waiver. Except as otherwise provided herein, no amendment, waiver, consent, modification, or termination of any provision of this Agreement shall be effective unless signed by each of the parties hereto affected by such amendment, waiver, consent, modification, or termination. Any amendment, supplement or modification of or to any provision of this Agreement, any waiver of any provision of this Agreement, and any consent to any departure by the Enterprise Parties from the terms of any provision of this Agreement shall be effective only in the specific instance and for the specific purpose for which made or given. Except where notice is specifically required by this Agreement, no notice to or demand on any Enterprise Party in any case shall entitle such Enterprise Party to any other or further notice or demand in similar or other circumstances.

Section 7.4 Binding Effect; Assignment.

(a) Binding Effect. This Agreement shall be binding upon the Enterprise Parties, the Purchasers, and their respective successors and permitted assigns. Except as expressly provided in this Agreement, this Agreement shall not be construed so as to confer any right or benefit upon any Person other than the parties to this Agreement and their respective successors and permitted assigns.

(b) Assignment of Rights. All or any portion of the rights and obligations of any Purchaser under this Agreement may be transferred by such Purchaser to any Affiliate of such Purchaser without the consent of the Enterprise Parties. No portion of the rights and obligations of any Purchaser under this Agreement may be transferred by such Purchaser to a non-Affiliate without the written consent of the Enterprise Parties (which consent shall not be unreasonably withheld by the Enterprise Parties).

Section 7.5 Communications. All notices and demands provided for hereunder shall be in writing and shall be given by registered or certified mail, return receipt requested, facsimile, air courier guaranteeing overnight delivery, via electronic mail, or personal delivery to the following addresses:

(a) If to any Purchaser:

To the respective address listed on Schedule B hereof

with a copy to:

Laura L. Tyson, Esq.

Baker Botts LLP

98 San Jacinto Blvd, Suite 1500

Austin, TX 78701-4078

[laura.tyson@bakerbotts.com](mailto:laura.tyson@bakerbotts.com)

Facsimile: 512.322.2556

(b) If to the Enterprise Parties:

Enterprise Products Partners, L.P.  
1100 Louisiana Street, 10<sup>th</sup> Floor  
Houston, TX 77002  
Attention: Chief Legal Officer  
Facsimile: 713.381.6570

or to such other address as the Enterprise Parties or such Purchaser may designate in writing. All notices and communications shall be deemed to have been duly given: at the time delivered by hand, if personally delivered; at the time of transmittal, if sent via electronic mail; upon actual receipt if sent by certified mail, return receipt requested, or regular mail, if mailed; when receipt acknowledged, if sent via facsimile; and upon actual receipt when delivered to an air courier guaranteeing overnight delivery.

Section 7.6 Entire Agreement. This Agreement is intended by the parties as a final expression of their agreement and intended to be a complete and exclusive statement of the agreement and understanding of the parties hereto in respect of the subject matter contained herein and therein. There are no restrictions, promises, warranties or undertakings, other than those set forth or referred to herein with respect to the rights granted by the Enterprise Parties or any of its Affiliates or any Purchaser or any of its Affiliates set forth herein or therein. This Agreement supersedes all prior agreements and understandings between the parties with respect to such subject matter.

Section 7.7 Governing Law. **This Agreement will be construed in accordance with and governed by the laws of the State of New York.**

Section 7.8 Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which counterparts, when so executed and delivered, shall be deemed to be an original and all of which counterparts, taken together, shall constitute but one and the same Agreement.

Section 7.9 Termination.

(a) Notwithstanding anything herein to the contrary, this Agreement may be terminated at any time at or prior to the Closing by the written consent of the Purchasers that have agreed to acquire a majority of the Purchased Units, upon a breach in any material respect by the Enterprise Parties of any covenant or agreement set forth in this Agreement.

(b) Notwithstanding anything herein to the contrary, this Agreement shall automatically terminate at any time at or prior to the Closing:

(i) if a statute, rule, order, decree or regulation shall have been enacted or promulgated, or if any action shall have been taken by any Governmental Authority of

competent jurisdiction that permanently restrains, permanently precludes, permanently enjoins or otherwise permanently prohibits the consummation of the transactions contemplated by this Agreement or makes the transactions contemplated by this Agreement illegal; or

(ii) if the Closing shall not have occurred by May 27, 2011.

(c) In the event of the termination of this Agreement as provided in this Section 7.9, this Agreement shall forthwith become null and void. In the event of such termination, there shall be no liability on the part of any party hereto; *provided* that nothing herein shall relieve any party from any liability or obligation with respect to any willful breach of this Agreement.

Section 7.10 Costs and Expenses. Each party shall be responsible for such party's own expenses in connection with this Agreement and the transactions contemplated hereby; provided, each Purchaser agrees to pay to Baker Botts L.L.P. its pro rata portion of the legal fees and expenses incurred by Baker Botts L.L.P., as counsel to certain Purchasers and for its role in facilitating the process, in proportion to the aggregate number of Purchased Units set forth opposite the names of such Purchasers on Schedule A.

**[Signature pages follow.]**



IN WITNESS WHEREOF, the parties hereto execute this Agreement, effective as of the date first above written.

**ENTERPRISE PRODUCTS PARTNERS L.P.**

By: Enterprise Products Holdings LLC, its general partner

By: /s/ W. Randall Fowler

\_\_\_\_\_

W. Randall Fowler

*Executive Vice President and Chief Financial Officer*

**ENTERPRISE ETE LLC**

By: /s/ W. Randall Fowler

\_\_\_\_\_

W. Randall Fowler

*Executive Vice President and Chief Financial Officer*

*Signature Page to Unit Purchase Agreement*

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**KA FIRST RESERVE, LLC**

By: KA Fund Advisors, LLC, as Manager

By: /s/ James C. Baker

James C. Baker  
Senior Managing Director

**KAYNE ANDERSON MLP INVESTMENT COMPANY**

By: KA Fund Advisors, LLC, as Manager

By: /s/ James C. Baker

James C. Baker  
Senior Managing Director

**KAYNE ANDERSON ENERGY TOTAL RETURN  
FUND, INC.**

By: KA Fund Advisors, LLC, as Manager

By: /s/ James C. Baker

James C. Baker  
Senior Managing Director

**KAYNE ANDERSON ENERGY DEVELOPMENT  
COMPANY**

By: KA Fund Advisors, LLC, as Manager

By: /s/ James C. Baker

James C. Baker  
Senior Managing Director

*Signature Page to Unit Purchase Agreement*

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**KAYNE ANDERSON MIDSTREAM INSTITUTIONAL  
FUND, LP**

By: KA Fund Advisors, LLC, as Manager

By: /s/ David Shladovsky

\_\_\_\_\_  
David Shladovsky  
General Counsel

**KAYNE ANDERSON MLP FUND, LP**

By: KA Fund Advisors, LLC, as Manager

By: /s/ David Shladovsky

\_\_\_\_\_  
David Shladovsky  
General Counsel

*Signature Page to Unit Purchase Agreement*

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**AST ACADEMIC STRATEGIES ASSET  
ALLOCATION PORTFOLIO OF  
ADVANCED SERIES TRUST**, by its Investment Sub-  
Adviser, Jennison Associates, LLC

By: /s/ Shaun Hong  
Shaun Hong  
Managing Director and Portfolio Manager

*Signature Page to Unit Purchase Agreement*

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**PRUDENTIAL UTILITY FUND D/B/A PRUDENTIAL  
JENNISON  
UTILITY FUND OF PRUDENTIAL SECTOR FUNDS,  
INC., by its Investment Sub-Adviser, Jennison Associates,  
LLC**

By: /s/ Shaun Hong \_\_\_\_\_  
Shaun Hong  
Managing Director and Portfolio Manager

*Signature Page to Unit Purchase Agreement*

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**CLEARBRIDGE ENERGY MLP FUND INC.**

By: ClearBridge Advisors, LLC

By: /s/ Barbara Brooke Manning

Barbara Brooke Manning  
Managing Director

*Signature Page to Unit Purchase Agreement*

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**THE NORTHWESTERN MUTUAL LIFE  
INSURANCE COMPANY**

By: /s/ David A. Barras

David A. Barras

its Authorized Representative

*Signature Page to Unit Purchase Agreement*

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**THE CUSHING MLP TOTAL RETURN FUND**

By: Cushing MLP Asset Management, L.P.  
its investment advisor

By: Swank Capital, LLC, its general partner

By: /s/ Jerry V. Swank  
\_\_\_\_\_  
Jerry V. Swank  
Managing Member

**THE CUSHING MLP OPPORTUNITY FUND I, LP**

By: Carbon County Partners I, LP

By: Carbon County GP I, LLC, its general partner

By: Cushing MLP Asset Management, LP, Member

By: Swank Capital, LLC, its general partner

By: /s/ Jerry V. Swank  
\_\_\_\_\_  
Jerry V. Swank  
Managing Member

**THE CUSHING GP STRATEGIES FUND, LP**

By: Carbon County Partners I, LP

By: Carbon County GP I, LLC, its general partner

By: Cushing MLP Asset Management, LP, Member

By: Swank Capital, LLC, its general partner

By: /s/ Jerry V. Swank  
\_\_\_\_\_  
Jerry V. Swank  
Managing Member

**THE CUSHING FUND, LP**

By: Cushing MLP Asset Management, L.P.  
its general partner

By: Swank Capital, LLC, its general partner

By: /s/ Jerry V. Swank  
\_\_\_\_\_  
Jerry V. Swank  
Managing Member



**SWANK MLP CONVERGENCE FUND, LP**

By: Cushing MLP Asset Management, L.P.  
its general partner

By: Swank Capital, LLC, its general partner

By: /s/ Jerry V. Swank  
Jerry V. Swank  
Managing Member

*Signature Page to Unit Purchase Agreement*

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**Schedule A — List of Purchasers and Allocations**

<u>Purchaser</u>	<u>ETE Common Units</u>	<u>Purchase Price</u>
KA First Reserve, LLC	1,451,390	\$ 54,978,653.20
Kayne Anderson Midstream Institutional Fund, LP	65,972	\$ 2,499,019.36
Kayne Anderson MLP Fund, LP	65,972	\$ 2,499,019.36
Kayne Anderson MLP Investment Company	527,778	\$ 19,992,230.64
Kayne Anderson Energy Total Return Fund, Inc.	131,944	\$ 4,998,038.72
Kayne Anderson Energy Development Company	131,944	\$ 4,998,038.72
AST Academic Strategies Asset Allocation Portfolio of Advanced Series Trust	76,500	\$ 2,897,820.00
Prudential Utility Fund d/b/a Prudential Jennison Utility Fund of Prudential Sector Funds, Inc.	598,500	\$ 22,671,180.00
ClearBridge Energy MLP Fund Inc.	500,000	\$ 18,940,000.00
The Northwestern Mutual Life Insurance Company	500,000	\$ 18,940,000.00
The Cushing MLP Total Return Fund	175,000	\$ 6,629,000.00
The Cushing MLP Opportunity Fund I, LP	150,000	\$ 5,682,000.00
The Cushing GP Strategies Fund, LP	25,000	\$ 947,000.00
The Cushing Fund, LP	30,000	\$ 1,136,400.00
The Swank MLP Convergence Fund, LP	20,000	\$ 757,600.00
<b>TOTAL:</b>	<b>4,450,000</b>	<b>\$ 168,566,000.00</b>

*Schedule A to Unit Purchase Agreement*

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**Schedule B — Notice and Contact Information**

KA First Reserve, LLC

Kayne Anderson Capital Advisors, L.P.  
717 Texas, Suite 3100  
Houston, Texas 77002  
Attention: James C. Baker  
Facsimile: (713) 655-7359  
jbaker@kaynecapital.com

with a copy to:

Gary Reaves  
First Reserve Corporation  
600 Travis, Suite 6000  
Houston TX 77002  
Facsimile: (713) 437-5147  
greaves@firstreserve.com

Kayne Anderson Midstream Institutional Fund, LP

Kayne Anderson Capital Advisors, L.P.  
1800 Avenue of the Stars, Second Floor  
Los Angeles, CA 90067  
Attention: David Shladovsky  
Facsimile: (310) 284-644  
dshladovsky@kaynecapital.com

Kayne Anderson MLP Fund, LP

Kayne Anderson Capital Advisors, L.P.  
1800 Avenue of the Stars, Second Floor  
Los Angeles, CA 90067  
Attention: David Shladovsky  
Facsimile: (310) 284-644  
dshladovsky@kaynecapital.com

Kayne Anderson MLP Investment Company

Kayne Anderson Capital Advisors, L.P.  
717 Texas, Suite 3100  
Houston, Texas 77002  
Attention: James C. Baker  
Facsimile: (713) 655-7359  
jbaker@kaynecapital.com

Kayne Anderson Energy Total Return Fund, Inc.

Kayne Anderson Capital Advisors, L.P.  
717 Texas, Suite 3100  
Houston, Texas 77002  
Attention: James C. Baker  
Facsimile: (713) 655-7359  
jbaker@kaynecapital.com

*Schedule B to Unit Purchase Agreement*

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Kayne Anderson Energy Development Company

Kayne Anderson Capital Advisors, L.P.  
717 Texas, Suite 3100  
Houston, Texas 77002  
Attention: James C. Baker  
Facsimile: (713) 655-7359  
jbaker@kaynecapital.com

AST Academic Strategies Asset Allocation Portfolio of Advanced Series Trust

AST Academic Strategies Asset Allocation Portfolio of Advanced Series Trust  
c/o Jennison Associates LLC  
466 Lexington Avenue  
New York, New York 10017  
Attn: Legal Department  
Facsimile: 212-682-9831

Prudential Utility Fund d/b/a Prudential Jennison Utility Fund of Prudential Sector Funds, Inc.

Prudential Utility Fund d/b/a Prudential Jennison Utility Fund of Prudential Sector Funds, Inc.  
c/o Jennison Associates LLC  
466 Lexington Avenue  
New York, New York 10017  
Attn: Legal Department  
Facsimile: 212-682-9831

ClearBridge Energy MLP Fund Inc.

ClearBridge Advisors, LLC  
620 8th Avenue, 47th FL  
New York, New York 10018  
Attention: Patrick Collier  
PJCollier@clearbridgeadvisors.com

The Northwestern Mutual Life Insurance Company

The Northwestern Mutual Life Insurance Company  
720 East Wisconsin Avenue  
Milwaukee, Wisconsin 53202  
Attention: Sean Twohig  
Facsimilie: 414.665.7124  
seantwohig@northwesternmutual.com

with a copy to:  
Karen Stevens  
Facsimilie: 414.665.7016  
karenstevens@northwesternmutual.com

*Schedule B to Unit Purchase Agreement*

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The Cushing MLP Total Return Fund

Swank Capital, LLC  
Attn: Daniel L. Spears  
8117 Preston Road, Suite 440  
Dallas, TX 75225  
dspears@swankcapital.com

with a copy to:

Swank Capital, LLC  
Attn: Barry Greenberg  
8117 Preston Road, Suite 440  
Dallas, TX 75225  
bgreenberg@swankcapital.com

The Cushing MLP Opportunity Fund I, LP

Swank Capital, LLC  
Attn: Daniel L. Spears  
8117 Preston Road, Suite 440  
Dallas, TX 75225  
dspears@swankcapital.com

with a copy to:

Swank Capital, LLC  
Attn: Barry Greenberg  
8117 Preston Road, Suite 440  
Dallas, TX 75225  
bgreenberg@swankcapital.com

The Cushing GP Strategies Fund, LP

Swank Capital, LLC  
Attn: Daniel L. Spears  
8117 Preston Road, Suite 440  
Dallas, TX 75225  
dspears@swankcapital.com

with a copy to:

Swank Capital, LLC  
Attn: Barry Greenberg  
8117 Preston Road, Suite 440  
Dallas, TX 75225  
bgreenberg@swankcapital.com

*Schedule B to Unit Purchase Agreement*

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The Cushing Fund, LP

Swank Capital, LLC  
Attn: Daniel L. Spears  
8117 Preston Road, Suite 440  
Dallas, TX 75225  
dspears@swankcapital.com

with a copy to:

Swank Capital, LLC  
Attn: Barry Greenberg  
8117 Preston Road, Suite 440  
Dallas, TX 75225  
bgreenberg@swankcapital.com

The Swank MLP Convergence Fund, LP

Swank Capital, LLC  
Attn: Daniel L. Spears  
8117 Preston Road, Suite 440  
Dallas, TX 75225  
dspears@swankcapital.com

with a copy to:

Swank Capital, LLC  
Attn: Barry Greenberg  
8117 Preston Road, Suite 440  
Dallas, TX 75225  
bgreenberg@swankcapital.com

*Schedule B to Unit Purchase Agreement*

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### **Exhibit A — Form of Andrews Kurth LLP**

1. Each of the Enterprise Parties is validly existing in good standing as a limited liability company or limited partnership, as applicable, under the laws of the State of Delaware.

2. As of the date hereof immediately prior to the sale of ETE Common Units pursuant to this Agreement, Enterprise ETE is the holder of record of the Purchased Units.

3. Upon the payment for the Purchased Units to be sold by Enterprise ETE in accordance with this Agreement and the registration and delivery of such Purchased Units in the name of the Purchaser in book-entry form on the books maintained by the transfer agent of ETE on behalf of ETE, assuming the Purchaser has no “notice of an adverse claim” (within the meaning of Section 8-105 of the Texas Uniform Commercial Code (the “UCC”) to such Purchased Units, the Purchaser will acquire the Purchased Units as a “protected purchaser” (within the meaning of Section 8-303 of the UCC) free of any “adverse claim” (within the meaning of Section 8-102(a)(1) of the UCC) with respect to such securities.

4. This Agreement has been duly authorized and validly executed and delivered by each of the Enterprise Parties.

5. None of (i) the offering and sale by the Enterprise Parties of the Purchased Units, (ii) the execution, delivery and performance of this Transaction Documents by the Enterprise Parties, or (iii) the consummation of the transactions contemplated thereby (A) conflicts or will conflict with or constitutes or will constitute a violation of the certificate of limited partnership or agreement of limited partnership, certificate of formation or limited liability company agreement, certificate or articles of incorporation or bylaws or other organizational documents of any of the Enterprise Parties, (B) conflicts with or will conflict with or constitutes or will constitute a breach or violation of, or a default (or an event that, with notice or lapse of time or both, would constitute a default) under, the Rights Agreement, (C) conflicts or will conflict with or constitutes or will constitute a breach or violation of, or a default (or an event that, with notice or lapse of time or both, would constitute such a default) under, (1) any agreement filed as an exhibit to the Partnership’s Annual Report on Form 10-K for the year ended December 31, 2010 or any subsequent report filed by the Partnership under the Exchange Act and (2) any indenture, mortgage, deed of trust, loan agreement, lease or other agreement or instrument to which Enterprise ETE is a party or by which it or its properties or assets may be bound, or (D) violates or will violate any statute, law or regulation or any order, judgment, decree or injunction of any court, arbitrator or governmental agency or body having jurisdiction over any of the Enterprise Parties or any of their respective properties or assets, which conflicts, breaches, violations, defaults or liens, in the case of clause (C), would, individually or in the aggregate, materially impair the ability of any of the Enterprise Parties to perform their obligations under the Transaction Documents; provided, however, that for purposes of this paragraph, such counsel expresses no opinion with respect to federal or state securities laws or other antifraud laws.

6. Neither of the Enterprise Parties is, nor has an Enterprise Party been during the preceding three months, an “affiliate” of ETE, as such term is defined in both Rule 144(a)(1) and Rule 405 of the Securities Act.

*Exhibit A to Unit Purchase Agreement*

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7. The sale of the Purchased Units by Enterprise ETE pursuant to the Agreement is exempt from registration requirements of the Securities Act under Section 4(1) thereunder.

*Exhibit A to Unit Purchase Agreement*