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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

SCHEDULE 13D

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 7, 2007

(Date of Event Which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the 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.

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 (however, see the Notes).

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CUSIP No. 29273V100

1	NAMES OF REPORTING PERSONS: Dan L. Duncan I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY):	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS): (a) ☑ (b) o	
3	SEC USE ONLY:	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS): OO, BK	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e): o	
6	CITIZENSHIP OR PLACE OF ORGANIZATION: United States of America	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER: 0
	8	SHARED VOTING POWER: 38,976,090
	9	SOLE DISPOSITIVE POWER: 0
	10	SHARED DISPOSITIVE POWER: 38,976,090
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON: 38,976,090	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS): o N/A	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11): 17.6%	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS): IN	

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CUSIP No. 29273V100

1	NAMES OF REPORTING PERSONS: Dan Duncan LLC I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY): 76-0516773	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS): (a) ☑ (b) o	
3	SEC USE ONLY:	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS): OO	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e): o	
6	CITIZENSHIP OR PLACE OF ORGANIZATION: Texas	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER: 0
	8	SHARED VOTING POWER: 38,976,090
	9	SOLE DISPOSITIVE POWER: 0
	10	SHARED DISPOSITIVE POWER: 38,976,090
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON: 38,976,090	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS): o N/A	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11): 17.6%	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS): OO - limited liability company	

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CUSIP No. 29273V100

1	NAMES OF REPORTING PERSONS: EPE Holdings, LLC I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY): 13 4297068	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS): (a) ☑ (b) o	
3	SEC USE ONLY:	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS): OO	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e): o	
6	CITIZENSHIP OR PLACE OF ORGANIZATION: Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER: 0
	8	SHARED VOTING POWER: 38,976,090
	9	SOLE DISPOSITIVE POWER: 0
	10	SHARED DISPOSITIVE POWER: 38,976,090
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON: 38,976,090	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS): o N/A	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11): 17.6%	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS): OO-limited liability company	

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CUSIP No. 29273V100

1	NAMES OF REPORTING PERSONS: Enterprise GP Holdings L.P. I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY): 20 2133626	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS): (a) ☑ (b) o	
3	SEC USE ONLY:	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS): OO	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e): o	
6	CITIZENSHIP OR PLACE OF ORGANIZATION: Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER: 38,976,090
	8	SHARED VOTING POWER: 0
	9	SOLE DISPOSITIVE POWER: 38,976,090
	10	SHARED DISPOSITIVE POWER: 0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON: 38,976,090	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS): o N/A	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11): 17.6%	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS): PN	

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Item 1. Security and Issuer

This Schedule 13D relates to the common units (the "ETE 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 2838 Woodside Street, Dallas, Texas 75204.

Item 2. Identity and Background

This Schedule 13D is being filed by Dan L. Duncan, an individual residing in Houston, Texas ("Dan Duncan"), Dan Duncan LLC, a Texas limited liability Company ("DD LLC"), EPE Holdings, LLC, a Delaware limited liability company ("EPE GP") and Enterprise GP Holdings L.P., a Delaware limited partnership ("EPE"). Dan Duncan, DD LLC, EPE GP and EPE are collectively referred to herein as the "Reporting Persons."

Dan Duncan's business address is 1100 Louisiana, 10th Floor, Houston, Texas 77002. Dan Duncan is a Director and Chairman of EPE GP and the sole general partner of EPE.

DD LLC is an entity controlled by Dan Duncan as sole member. Dan Duncan owns 100% of the membership interests in DD LLC. DD LLC owns 100% of the membership interests in EPE GP. DD LLC has no independent operations, and its principal functions are to directly and indirectly hold equity interests in EPE and Enterprise Products Partners L.P. and other personal investments of Dan Duncan. DD LLC's principal business address is 1100 Louisiana, 10th Floor, Houston, Texas 77002.

EPE GP owns a 0.01% general partner interest in EPE. EPE GP has no independent operations, and its principal functions are to directly and indirectly hold general partner interests in EPE. EPE GP's principal business address and principal office address is 1100 Louisiana Street, 10th Floor, Houston, Texas 77002.

EPE currently owns a 34.9% membership interest in LE GP, LLC (the "Issuer GP"), the general partner of the Issuer, and 38,976,090 ETE Common Units. EPE has no independent operations, and its current principal functions are to directly hold (i) a 100% membership interest in Enterprise Products GP, LLC and 13,454,498 common units of Enterprise Products Partners L.P., (ii) a 100% membership interest in Texas Eastern Products Pipeline Company, LLC, the general partner of TEPPCO Partners, L.P., and common units of TEPPCO Partners L.P., and (iii) the 34.9% membership interest in the Issuer GP and 38,976,090 Common Units of the Issuer. EPE'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 EPE GP and the managers and executive officers of DD LLC. There are no directors, managers or executive officers for EPE.

During the last five years, no Reporting Person nor, to the best of their knowledge, any entity or person with respect to whom information is provided in Appendix A to this Schedule 13D in response to this Item, 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

The source of the funds used to purchase the ETE Common Units was borrowings under a Second Amended and Restated Credit Agreement, dated as of May 1, 2007, by and among Enterprise GP Holdings L.P., as Borrower, the Lenders named therein, Citicorp North America, Inc., as Administrative Agent, Lehman Commercial Paper Inc., as Syndication Agent, Citibank, N.A., as Issuing Bank, and The Bank of Nova Scotia, Sun Trust Bank and Mizuho Corporate Bank, Ltd., as Co-Documentation Agent (the "EPE Credit Agreement"). EPE borrowed approximately $1.65 billion under the EPE Credit Agreement to pay the cash purchase price for the acquisition of membership interests in the Issuer GP and the common units of ETE.

A copy of the EPE Credit Agreement is included as Exhibit 99.1 to this Schedule 13D and is incorporated by reference into this Item. The foregoing description of the EPE Credit Agreement does not purport to be complete and is qualified in its entirety by reference to such Exhibit.

Item 4. Purpose of the Transaction

The purpose of the Reporting Persons' acquisition of the ETE Common Units on May 7, 2007 was to hold such units for investment purposes.

In connection with the ETE Purchase Agreement (as defined in Item 5(c)), EPE entered into an Amended and Restated Limited Liability Company Agreement of the Issuer GP (the "LE GP LLC Agreement"). Pursuant to the LE GP LLC Agreement, EPE has the right to acquire additional equity units representing membership interests of the Issuer GP ("GP Equity Units") issued by the Issuer GP in accordance with the proportion of our membership interest to the total number of GP Equity Units outstanding as of the date of the determination (the "Sharing Ratio"). In addition, EPE has a right of first refusal in the event another member elects to sell all or a portion of its membership interest unless such transfer is a permitted transfer under the LE GP LLC Agreement.

In addition, if any members owning 80% or more of the membership interests propose to transfer 80% or more of the outstanding membership interests, such members may at their option require all members to transfer an amount equal to their Sharing Ratio multiplied by a fraction, the numerator being the number of units proposed to be sold and the denominator being the total number of units outstanding as of the date of such determination (the "Drag-Along Right"). If any members propose to transfer 50% or more of the outstanding membership interests in a sale to a third party, then each member may elect, at its option, to transfer an amount of its GP Equity Units to the third party determined by multiplying its GP Equity Units by a fraction, the numerator of which is the maximum number of GP Equity Units that the third party buyer is willing to purchase and the denominator of which is the number of GP Equity Units held by all members electing to participate in the sale (the "Tag-Along Right").

In the event any member or its affiliates sells or otherwise disposes of at least 10% of the ETE Common Units owned, directly or indirectly, by such member as of the date of the LE GP LLC Agreement, other than through transfers to wholly-owned affiliates of such member, the other members have the right to purchase a portion of the units held by such member (the "Purchase Option"). The number of GP Equity Units that a member may purchase pursuant to the Purchase Option will be equal to (i) a fraction, the numerator of which is the number of ETE Common Units sold and the denominator of which is the number of ETE Common Units originally owned, directly or indirectly, by such member as of the date of the LE GP LLC Agreement, multiplied by (ii) the GP Equity Units originally owned by such member as of the date of the LE GP LLC Agreement. The purchase price for GP Equity Units purchased pursuant to the Purchase Option will be based upon the fair market value of the ETE Common Units during the ten trading days prior to the notice of the Purchase Option.

Certain members of the Issuer GP have a put option to require the Issuer GP to acquire all of their membership interests if (i) with respect to Davis (as defined in Item 5(c)), Kelcy Warren ceases to own at least 20% of the membership interests of the Issuer GP, and (ii) with respect to NGP (as defined in Item 5(c)), NGP ceases to own any ETE Common Units.

In connection with the ETE Purchase Agreement, EPE also entered into a Unitholder Rights and Restrictions Agreement, dated as of May 7, 2007 (the "ETE Unitholder Agreement"), between ETE, EPE, Davis and NGP. Under this agreement, EPE, Davis and NGP each agree not to transfer ETE Common Units held by the parties as of the date of this agreement for a period of six months from the date of the agreement (the "Initial Restricted Period"), and, with respect to 50% of such ETE Common Units, for twelve months after the date immediately after the end of the Initial Restricted Period; provided, however, parties may (i) sell or otherwise transfer their ETE Common Units to their respective affiliates that agree in writing with ETE to be bound by the terms of the ETE Unitholder Agreement, (ii) pledge their ETE Common Units as security for bona fide loans, letters of credit, interest rate or other hedging transactions and related fees, costs, indemnities and other obligations from one or more third parties who are not affiliates of such party, or (iii) sell all or a portion of their ETE Common Units, as a result of any divestiture ordered by, or agreed to with, a governmental authority. These restrictions also do not restrict or affect the manner of sale or other disposition of any ETE Common Units in connection with any foreclosure or other disposition after default of a lender or other counterparty in connection with the pledge of such securities for bona fide loans, letters of credit, interest rate or other hedging transactions and related fees, costs, indemnities and other obligations from one or more third parties who are not affiliates of such party.

After the Initial Restricted Period, EPE has certain demand and piggyback registration rights with respect to the ETE Common Units acquired by EPE.

The ETE Unitholder Agreement provides that unless (i) EPE has the prior written consent of ETE or (ii) EPE is making an offer and sale pursuant to an underwritten offering, EPE shall not sell, or offer to sell, after the end of the Initial Restricted Period, ETE Common Units on the New York Stock Exchange ("NYSE") or any other public market upon which the ETE Common Units are then traded, on any trading day in an amount in excess of 10% of the average daily trading volume of the ETE Common Units on the NYSE, or such other market, for the previous ten trading days, or such other amount as may be mutually agreed upon in writing by ETE and EPE.

The ETE Unitholder Agreement further provides that from the date of this agreement through the date three years from the date of this agreement, we shall not, and agree to cause our Affiliates not to, directly or indirectly without the prior written consent of the board of directors of the Issuer GP: (i) in any manner acquire, agree to acquire or make a proposal to acquire any ETE Common Units or other securities or other property of ETE, Energy Transfer Partners, L.P. ("ETP") or any of their respective affiliates if such acquisition would cause us and our affiliates to collectively own ETE Common Units in excess of 49.9% of the then outstanding ETE Common Units, or (ii) form or join or in any way participate in a "group" (within the meaning of Section 13(d)(3) of the Exchange Act) with respect to any voting securities of ETE, ETP or any of their respective affiliates, other than a "group" consisting of one or more of the members of the general partner of ETE or ETP or EPE and EPE's affiliates.

Based on EPE's equity ownership of ETE Common Units and membership interests in the Issuer GP acquired pursuant to the ETE Purchase Agreement, and the foregoing limitations and other contractual rights under these transaction documents, we will not have any rights to exercise control over ETE or the Issuer GP.

Copies of the ETE Purchase Agreement, the LE GP LLC Agreement and the ETE Unitholder Agreement are filed as Exhibits 99.3, 99.4 and 99.5 to this Current Report on Form 8-K, respectively, and are incorporated by reference into this Item.

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 ETE 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. Interest in Securities of the Issuer

(a) EPE holds directly 38,976,090 ETE Units, representing 17.6% of the outstanding ETE Units. EPE GP is the general partner of EPE. DD LLC owns 100% of EPE GP. Dan Duncan, DD LLC and EPE GP each indirectly hold the 38,976,090 ETE Units as a result of the foregoing.

(b) EPE has the sole power to direct the voting and disposition of the 38,976,090 ETE Units. Dan Duncan, DD LLC and EPE GP each have shared power to direct the voting and disposition of the 38,976,090 ETE Units.

(c) On May 7, 2007, we entered into a Securities Purchase Agreement (the "ETE Purchase Agreement") by and among EPE, Natural Gas Partners VI, L.P. ("NGP"), Ray C. Davis ("Davis"), Avatar Holdings, LLC ("Avatar LLC"), Avatar Investments, LP ("Avatar LP"), Lon Kile ("Kile"), MHT Properties, Ltd. ("MHT Properties") and P. Brian Smith Holdings, LP ("Smith Holdings"), and the Issuer GP, pursuant to which EPE purchased Equity Units representing membership interests (the "GP Interests") of the Issuer GP from Davis and NGP, and ETE Common Units from Davis, Avatar LLC, Avatar LP, NGP, Kile, MHT Properties and Smith Holdings. Following the transaction, including a redemption of certain Equity Units of the Issuer GP in exchange for ETE Common Units, we own approximately 34.9% of the membership interests in the Issuer GP and 38,976,090 ETE Common Units representing approximately 17.6% of the outstanding limited partner interests in ETE. Except as otherwise set forth herein, none of the Reporting Persons has effected any transactions in ETE 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 Units beneficially owned by the Reporting Persons.

(e) Not applicable.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer

The summaries of the LE GP LLC Agreement and the ETE Unitholder Agreement above in Item 4 are incorporated by reference into this Item 6. Based on EPE's current equity ownership of ETE Common Units and the membership interests in LE GP, LLC acquired pursuant to the ETE Purchase Agreement, and the foregoing limitations and other contractual rights under these transaction documents, EPE will not have any rights to exercise control over ETE or LE GP, LLC.

Copies of the LE GP LLC Agreement and the ETE Unitholder Agreement are included as exhibits to this Schedule 13D and are incorporated by reference into this Item. The foregoing descriptions of the LE GP LLC Agreement and the ETE Unitholder Agreement do not purport to be complete and are qualified in their entirety by reference to such exhibits.

Item 7. Material to be Filed as Exhibits

99.1 Second Amended and Restated Credit Agreement, dated as of May 1, 2007, by and among Enterprise GP Holdings L.P., as Borrower, the Lenders named therein, Citicorp North America, Inc., as Administrative Agent, Lehman Commercial Paper Inc., as Syndication Agent, Citibank, N.A., as Issuing Bank, and The Bank of Nova Scotia, Sun Trust Bank and Mizuho Corporate Bank, Ltd., as Co-Documentation Agent. (incorporated by reference to Exhibit 10.5 to EPE's Current Report on Form 8-K filed with the Commission on May 10, 2007).

99.2 Pledge and Security Agreement (ETE) between Enterprise GP Holdings L.P., as Pledgor and Citigroup North America, Inc., in its capacity as Administrative Agent, as Secured Party, dated as of May 1, 2007.

99.3 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).

99.4 Amended and Restated Agreement of Limited Liability Company Agreement of LE GP, LLC dated as of May 7, 2007 (incorporated by reference to Exhibit 10.2 to EPE's Current Report on Form 8-K filed with the Commission on May 10, 2007).

99.5 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).

99.6 Joint Filing Agreement, dated May 17, 2007.

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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 17, 2007

/s/ Dan L. Duncan
Dan L. Duncan

Dated: May 17, 2007

DAN DUNCAN LLC

By: /s/ Richard H. Bachmann
Richard H. Bachmann
Executive Vice President

Dated: May 17, 2007

EPE HOLDINGS, LLC

By: /s/ Richard H. Bachmann
Richard H. Bachmann
Executive Vice President

Dated: May 17, 2007

ENTERPRISE GP HOLDINGS L.P.

By: EPE HOLDINGS, LLC

By: /s/ Richard H. Bachmann
Richard H. Bachmann
Executive Vice President

INFORMATION CONCERNING THE DIRECTORS AND EXECUTIVE OFFICERS
OF
EPE HOLDINGS, LLC

Directors and Executive Officers of EPE Holdings, LLC ("EPE GP"). Set forth below is the name, current business address, citizenship, position with EPE GP and the present principal occupation or employment of each director and executive officer of EPE 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.

Name	Position with EPE GP; Other Present Principal Occupation
Randa Duncan Williams	Director
O. S. Andras	Director
Thurmon Andress	Director
Charles E. McMahen	Director
W. Matt Ralls	Director
Edwin E. Smith	Director
Michael A. Creel	Director; President and Chief Executive Officer
Richard H. Bachmann	Director; Executive Vice President, Chief Legal Officer and Secretary
W. Randall Fowler	Director; Senior Vice President, Chief Financial Officer and Treasurer
Michael J. Knesek	Senior Vice President, Principal Accounting Officer and Controller

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, 10th Floor, Houston, Texas 77002. Unless otherwise indicated, each such person is a citizen of the United States of America.

Name	Position with DD LLC; Other Present Principal Occupation
Dan L. Duncan	President and Manager; Chairman and Director of EPCO, Enterprise Products GP, LLC and EPE Holdings, LLC
Richard H. Bachmann	Executive Vice President, Secretary and Manager; Executive Vice President, Secretary and Chief Legal Officer of EPCO, Enterprise Products GP, LLC and EPE Holdings, LLC
Randa Duncan Williams	Executive Vice President and Manager; President and Chief Executive Officer and Director of EPCO

EXHIBIT INDEX

99.1 Second Amended and Restated Credit Agreement, dated as of May 1, 2007, by and among Enterprise GP Holdings L.P., as Borrower, the Lenders named therein, Citicorp North America, Inc., as Administrative Agent, Lehman Commercial Paper Inc., as Syndication Agent, Citibank, N.A., as Issuing Bank, and The Bank of Nova Scotia, Sun Trust Bank and Mizuho Corporate Bank, Ltd., as Co-Documentation Agent. (incorporated by reference to Exhibit 10.5 to EPE's Current Report on Form 8-K filed with the Commission on May 10, 2007).

99.2 Pledge and Security Agreement (ETE) between Enterprise GP Holdings L.P., as Pledgor and Citigroup North America, Inc., in its capacity as Administrative Agent, as Secured Party, dated as of May 1, 2007.

99.3 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).

99.4 Amended and Restated Agreement of Limited Liability Company Agreement of LE GP, LLC dated as of May 7, 2007 (incorporated by reference to Exhibit 10.2 to EPE's Current Report on Form 8-K filed with the Commission on May 10, 2007).

99.5 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).

99.6 Joint Filing Agreement, dated May 17, 2007.

Exhibit 99.2

PLEDGE AND SECURITY AGREEMENT (ETE)

Between

ENTERPRISE GP HOLDINGS L.P.,
as Pledgor

and

CITICORP NORTH AMERICA, INC.,
in its capacity as Administrative Agent, as Secured Party

Effective as of May 1, 2007

PLEDGE AND SECURITY AGREEMENT (ETE)

THIS PLEDGE AND SECURITY AGREEMENT (ETE) (this "Agreement") is made effective as of May 1, 2007, by ENTERPRISE GP HOLDINGS L.P., a Delaware limited partnership ("Pledgor"), with principal offices at 300 Delaware Avenue, 12th Floor, Wilmington, Delaware 19801, in favor of CITICORP NORTH AMERICA, INC., with offices at 2 Penns Way, Suite 200, New Castle, Delaware 19720, in its capacity as Administrative Agent (in such capacity, referred to as the "Secured Party") for the benefit of the several lenders now or hereafter parties to the hereinafter defined Credit Agreement (individually, a "Lender" and collectively, the "Lenders").

RECITALS

A. Pledgor, Secured Party and the Lenders have entered into a Second Amended and Restated Credit Agreement dated as of May 1, 2007 (such agreement, as may from time to time be amended or supplemented, being hereinafter called the "Credit Agreement").

B. The Lenders have conditioned their obligations under the Credit Agreement upon the execution and delivery by Pledgor of this Agreement, and Pledgor has agreed to enter into this Agreement.

C. Therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and to induce the Lenders and the Secured Party to execute the Credit Agreement and make loans thereunder, Pledgor and Secured Party hereby agree as follows:

ARTICLE I
SECURITY INTEREST

Section 1.01 Pledge. Pledgor hereby pledges, assigns and grants to Secured Party a security interest in and right of set-off against the assets referred to in Section 1.02 (the "Collateral") to secure the prompt payment and performance of the "Obligations" (as defined in Section 2.02) and the performance by Pledgor of this Agreement.

Section 1.02 Collateral. The Collateral consists of the following types or items of property which are owned by Pledgor:

(a) The common units of limited partnership interest held by Pledgor in Energy Transfer Equity, L.P., a Delaware limited partnership (the "Partnership"), more particularly described or referred to in Exhibit A attached hereto and made a part hereof, but not any of Pledgor's obligations from time to time as a holder of such common units (unless the Secured Party or its designee, on behalf of Secured Party and the Lenders, shall elect to become a holder of the common units in the Partnership in connection with its exercise of remedies pursuant to the terms hereof); and

(b) (i) The certificates or instruments, if any, representing such common units, (ii) all distributions and dividends (cash, stock or otherwise), cash, instruments, rights to subscribe, purchase or sell and all other rights and property from time to time received,

receivable or otherwise distributed in respect of or in exchange for any or all of such common units, (iii) all replacements and substitutions for any of the property referred to in this Section 1.02, including, without limitation, claims against third parties, and (iv) the proceeds, interest, profits and other income of or on any of the property referred to in this Section 1.02.

It is expressly contemplated that additional common units or other property may from time to time be pledged, assigned or granted to Secured Party by the Pledgor as additional security for the Obligations, and the term "Collateral" as used herein shall be deemed for all purposes hereof to include all such additional common units of limited partnership interest and other property, together with all other property of the types described in paragraph (b) above related thereto.

Section 1.03 Transfer of Collateral. Contemporaneously with the delivery hereof, to the extent, if any, that such Pledged Interests (as defined in Section 2.02) are represented by certificates, Pledgor is herewith delivering to the Secured Party the certificates evidencing the Pledged Interests, together with assignments separate from certificate, duly endorsed in blank for transfer. Pledgor hereby further agrees to do any and all further things and to execute, and to cause the Partnership to execute, any and all further documents (including without limitation UCC-1 financing statements) as the Secured Party shall require or as shall be necessary to effectuate the perfection of the security interest created hereunder in the Collateral. Secured Party is expressly authorized to file UCC financing statements identifying the Collateral without the signature of Pledgor. Pledgor and Secured Party hereby further agree that if at any time any of the Pledged Interests shall become uncertificated, Secured Party agrees that it will promptly return to Pledgor all certificates evidencing such Pledged Interests, provided that Pledgor executes and delivers to Secured Party evidence reasonably satisfactory to Secured Party that Secured Party's interest in the Pledged Interests has been duly noted on the books of Pledgor.

ARTICLE II
DEFINITIONS

Section 2.01 Terms Defined Above. As used in this Agreement, the terms defined above shall have the meanings respectively assigned to them.

Section 2.02 Certain Definitions. As used in this Agreement, the following terms shall have the following meanings, unless the context otherwise requires:

"Code" means the Uniform Commercial Code as presently in effect in the State of New York. Unless otherwise indicated by the context herein, all uncapitalized terms which are defined in the Code shall have their respective meanings as used in Articles 8 and 9 of the Code.

"Event of Default" means any event specified in Section 6.01.

"Hedging Agreement" means any interest rate or currency swap, rate cap, rate floor, rate collar, forward rate agreement or other exchange or rate protection agreement or any option with respect to any of the foregoing.

"Obligations" means the collective reference to (a) all indebtedness, obligations and liabilities of Pledgor under the Credit Agreement and the other Loan Documents, including, without limitation, the unpaid principal of and interest on the Loans and all other obligations and liabilities of Pledgor (including, without limitation, interest accruing at the then applicable rate provided in the Credit Agreement after the maturity of the Loans and interest accruing at the then applicable rate provided in the Credit Agreement after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding, relating to Pledgor, whether or not a claim for post-filing or post-petition interest is allowed in such proceeding) to Secured Party or any Lender (or, in the case of any Hedging Agreement, any Affiliate of any Lender), whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred, which may arise under, out of, or in connection with, the Credit Agreement, the other Loan Documents, or any Hedging Agreement entered into by Pledgor or a Subsidiary of Pledgor with any Lender or any Affiliate of any Lender (even if the respective Lender subsequently ceases to be a Lender under the Credit Agreement for any reason), or any other document made, delivered or given in connection therewith, in each case whether on account of principal, interest, reimbursement obligations, fees, indemnities, costs, expenses or otherwise (including, without limitation, all fees and disbursements of counsel to Secured Party or to the Lenders that are required to be paid by Pledgor pursuant to the terms of any of the foregoing agreements), (b) all obligations of Pledgor which may arise under or in connection with this Agreement or any other Loan Document to which Pledgor is a party, and (c) with respect to the items described in the foregoing clauses (a) and (b), all renewals, rearrangements, increases, substitutions and extensions for any period thereof and amendments, supplements or modifications thereto, in whole or in part.

"Obligor" means any Person, other than Pledgor, liable (whether directly or indirectly, primarily or secondarily) for the payment or performance of any of the Obligations whether as maker, co-maker, endorser, guarantor, accommodation party, general partner or otherwise.

"Pledged Interests" means the common units of limited partnership interest in the Partnership held by Pledgor and described or referred to in attached Exhibit A but not any of Pledgor's obligations from time to time as a holder of such common units (unless Secured Party or its designee, on behalf of Secured Party and the Lenders, shall elect to become a holder of units of limited partnership interest in the Partnership in connection with the exercise of remedies pursuant to the terms hereof); and all additional common units of limited partnership interest, if any, constituting Collateral under this Agreement.

Section 2.03 Credit Agreement Terms. Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

Section 2.04 Section References. Unless otherwise provided for herein, all references herein to Sections are to Sections of this Agreement.

ARTICLE III
REPRESENTATIONS AND WARRANTIES

In order to induce Secured Party to accept this Agreement, Pledgor represents and warrants to Secured Party (which representations and warranties will survive the creation and payment of the Obligations) that:

Section 3.01 Ownership of Collateral; Encumbrances. Except as otherwise permitted by the Credit Agreement, Pledgor is the record and beneficial owner of the Collateral free and clear of any Lien and Pledgor has full right, power and authority to pledge, assign and grant a security interest in the Collateral to Secured Party.

Section 3.02 No Required Consent. No authorization, consent, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body (other than the filing of financing statements) is required for (i) the due execution, delivery and performance by Pledgor of this Agreement, (ii) the grant by Pledgor of the security interest granted by this Agreement or (iii) the perfection of such security interest, which has not been obtained or taken on or prior to the date hereof (other than the filing of financing statements).

Section 3.03 Intentionally Omitted.

Section 3.04 First Priority Security Interest. The pledge of Collateral pursuant to this Agreement and the delivery of all certificates or instruments representing or evidencing the Pledged Interests as set forth in Section 1.03 above create a valid and perfected first priority security interest in the Collateral, enforceable against Pledgor and all third parties and securing payment of the Obligations.

Section 3.05 Pledgor's Location; Name; Etc. Pledgor's location, within the meaning of Section 9-307(e) of the Code, is Delaware. The true and correct name of Pledgor is set forth in the first paragraph of this Agreement. The organizational identification number of Pledgor is 3957467, and the taxpayer identification number of Pledgor is 13-4297064.

Section 3.06 Prior Names. Pledgor has not used or conducted business in the last five years under any other name or trade name.

ARTICLE IV
COVENANTS AND AGREEMENTS

Pledgor will at all times comply with the covenants and agreements contained in this Article 4, from the date hereof and for so long as any part of the Obligations (other than any indemnity which is not yet due and payable) are outstanding.

Section 4.01 Sale, Disposition or Encumbrance of Collateral. Except as otherwise permitted by the Credit Agreement, Pledgor will not in any way encumber any of the Collateral (or permit or suffer any of the Collateral to be encumbered) or sell, pledge, assign, lend or otherwise dispose of or transfer any of the Collateral to or in favor of any Person other than Secured Party. For avoidance of doubt, transfer restrictions that do not prevent the valid creation of security interests in the Collateral and do not prevent foreclosure on such security interests shall not constitute encumbrances.

Section 4.02 Voting Rights; Dividends or Distributions. Except as otherwise set forth in this Agreement, until both (i) an Event of Default shall have occurred and be continuing and (ii) either (a) the Loans have become due and payable at their stated maturity and have not been paid, (b) the Loans have been declared due and payable pursuant to Article VII of the Credit Agreement, or (c) Secured Party has given notice to Pledgor of Secured Party's intent to exercise its rights under Section 6.02:

(a) Pledgor shall be entitled to exercise any and all voting, management and/or other consensual rights and powers inuring to an owner of the Collateral or any part thereof for any purpose not inconsistent with the terms of this Agreement and the other Loan Documents.

(b) Pledgor shall be entitled to receive and retain (free and clear of and no longer subject to this Agreement or the Lien created pursuant to this Agreement) any and all dividends, distributions and interest paid in respect of the Collateral, *provided, however*, that any and all

(i) dividends and interest paid or payable other than in cash in respect of, and instruments and other property received, receivable or otherwise distributed in respect of, or in exchange for (including, without limitation, any certificate, share or interest purchased or exchanged in connection with a tender offer or merger agreement), any Collateral,

(ii) dividends and other distributions paid or payable in cash in respect of any Collateral in connection with a partial or total liquidation or dissolution, or reclassification, and

(iii) cash paid, payable or otherwise distributed in respect of principal of, or in redemption of, or in exchange for, any Collateral,

shall be, and shall be promptly delivered to Secured Party to hold as, Collateral and shall, if received by Pledgor, be received in trust for the benefit of Secured Party, be segregated from the other property or funds of Pledgor, and be promptly delivered to Secured Party as Collateral in the same form as so received (with any necessary endorsement), *provided further, however*, in no event shall the foregoing proviso be applicable to, or prevent the Pledgor from receiving and retaining any property or securities that are not pledged or intended or required to be pledged to the Secured Party pursuant to any Security Instrument, including this Agreement.

Section 4.03 Records and Information. Pledgor shall keep accurate and complete records of the Collateral (including proceeds, payments, distributions, income and profits). Pledgor will promptly provide written notice to Secured Party of all information which in any way affects the filing of any financing statement or other public notices or recordings pertaining to the perfection of a security interest in the Collateral, or the delivery and possession of items of Collateral for the purpose of perfecting a security interest in the Collateral. Pledgor shall permit representatives of Secured Party to inspect and make abstracts of its records in accordance with Section 5.06 of the Credit Agreement.

Section 4.04 Certain Liabilities. Pledgor hereby assumes all liability for the Collateral, the security interest created hereunder and any use, possession, maintenance, management, enforcement or collection of any or all of the Collateral.

Section 4.05 Further Assurances. Upon the request of Secured Party, Pledgor shall (at Pledgor's expense) execute and deliver all such assignments, certificates, instruments, securities, financing statements, notifications to financial intermediaries, clearing corporations, issuers of securities or other third parties or other documents and give further assurances and do all other acts and things as Secured Party may reasonably request to perfect Secured Party's interest in the Collateral or to protect, enforce or otherwise effect Secured Party's rights and remedies hereunder.

Section 4.06 Rights to Sell. If Secured Party shall determine to exercise its rights to sell all or any of the Collateral pursuant to its rights hereunder, Pledgor agrees that, upon request of Secured Party, Pledgor will, at its own expense:

(a) execute and deliver, and use all reasonable efforts to cause each issuer of the Collateral contemplated to be sold and the directors and officers thereof to execute and deliver, all such instruments and documents, and do or cause to be done all such other acts and things, as may be necessary or, in the reasonable opinion of Secured Party, advisable to register such Collateral under the provisions of the Securities Act of 1933, as from time to time amended (the "Securities Act"), if such registration is, in the opinion of Secured Party, necessary or advisable to effect a public distribution of the Collateral, and to cause the registration statement relating thereto to become effective and to remain effective for such period as prospectuses are required by law to be furnished, and to make all amendments and supplements thereto and to the related prospectus which, in the opinion of Secured Party, are necessary or advisable, all in conformity with the requirements of the Securities Act and the rules and regulations of the Securities and Exchange Commission applicable thereto;

(b) use all reasonable efforts to qualify the Collateral under the state securities or "Blue Sky" laws and to obtain all necessary governmental approvals for the sale of the Collateral, as requested by Secured Party;

(c) use all reasonable efforts to cause each such issuer to make available to its security holders, as soon as practicable, an earnings statement which will satisfy the provisions of Section 11(a) of the Securities Act; and

(d) use all reasonable efforts to do or cause to be done all such others acts and things as may be necessary to make such sale of the Collateral or any part thereof valid and binding and in compliance with applicable law.

Pledgor further acknowledges the impossibility of ascertaining the amount of damages which would be suffered by Secured Party by reason of the failure by Pledgor to perform any of the covenants contained in this Section 4.06 and consequently agrees that if Pledgor shall fail to perform any of such covenants, it shall pay (to the extent permitted by law), as liquidated damages, and not as penalty, an amount (in no event to exceed the amount of Obligations then

outstanding) equal to the value of the Collateral on the date the Secured Party shall demand compliance with this Section 4.06.

Section 4.07 Changes in Collateral. Pledgor shall advise Secured Party promptly, completely, accurately, in writing and in reasonable detail: (a) of any material encumbrance upon or claim asserted against any of the Collateral; and (b) of the occurrence of any event that would have a material adverse effect upon Secured Party's security interest.

ARTICLE V
RIGHTS, DUTIES AND POWERS OF SECURED PARTY

The following rights, duties and powers of Secured Party are applicable irrespective of whether an Event of Default occurs and is continuing:

Section 5.01 Discharge Encumbrances. Secured Party may, at its option, at any time following three (3) Business Days after receipt by Pledgor of prior written notice from Secured Party of its intent to do so, discharge any Liens at any time levied or placed on the Collateral that are prohibited by the Credit Agreement and that are not being contested in good faith by appropriate proceedings. Pledgor agrees to reimburse Secured Party within five (5) days after demand for any payment so made, plus interest thereon from the date of Secured Party's demand at the rate per annum equal to 2% plus the rate applicable to ABR Loans as provided in Section 2.13(a) of the Credit Agreement.

Section 5.02 Transfer of Collateral. Subject to the terms of the Credit Agreement, Secured Party may transfer any or all of the Obligations, and upon any such transfer Secured Party may transfer its interest in any or all of the Collateral and shall be fully discharged thereafter from all liability therefor. Any transferee of the Collateral shall be vested with all rights, powers, duties and remedies of Secured Party hereunder.

Section 5.03 Cumulative and Other Rights. The rights, powers and remedies of Secured Party hereunder are in addition to all rights, powers and remedies given by law or in equity. The exercise by Secured Party of any one or more of the rights, powers and remedies herein shall not be construed as a waiver of any other rights, powers and remedies, including, without limitation, any other rights of set-off.

Section 5.04 Disclaimer of Certain Duties. The powers conferred upon Secured Party by this Agreement are to protect its interest in the Collateral and shall not impose any duty upon Secured Party to exercise any such powers. Pledgor hereby agrees that Secured Party shall not be liable for, nor shall the indebtedness evidenced by the Obligations be diminished by, Secured Party's delay or failure to collect upon, foreclose, sell, take possession of or otherwise obtain value for the Collateral.

Section 5.05 Custody and Preservation of the Collateral. Secured Party shall be deemed to have exercised reasonable care in the custody and preservation of the Collateral in its possession if the Collateral is accorded treatment substantially equal to that which comparable secured parties accord comparable collateral, it being understood and agreed, however, that Secured Party shall not have responsibility for (i) ascertaining or taking action with respect to calls, conversions, exchanges, maturities, tenders or other matters relative to any Collateral,

whether or not Secured Party has or is deemed to have knowledge of such matters, or (ii) taking any necessary steps to preserve rights against Persons or entities with respect to any Collateral.

ARTICLE VI
EVENTS OF DEFAULT

Section 6.01 Events. An "Event of Default" (as defined in the Credit Agreement) which has occurred and is continuing shall constitute an Event of Default under this Agreement.

Section 6.02 Remedies. Upon the occurrence and during the continuance of any Event of Default, Secured Party may take any or all of the following actions without notice or demand to Pledgor (except that Secured Party will not take any action in the case of paragraph (b) below until ten (10) Business Days after receipt by Pledgor of written notice from Secured Party of its intent to do so):

(a) Subject to applicable provisions contained in the Credit Agreement, declare all or part of the indebtedness pursuant to the Obligations immediately due and payable and enforce payment of the same by Pledgor or any Obligor.

(b) Sell, in one or more sales and in one or more parcels, or otherwise dispose of any or all of the Collateral in any commercially reasonable manner as Secured Party may elect, in a public or private transaction, at any location as deemed reasonable by Secured Party either for cash or credit or for future delivery at such price as Secured Party may reasonably deem fair, and (unless prohibited by the Uniform Commercial Code, as adopted in any applicable jurisdiction) Secured Party may be the purchaser of any or all Collateral so sold and may apply upon the purchase price therefor any Obligations secured hereby. Any such sale or transfer by Secured Party either to itself or to any other Person shall be absolutely free from any claim of right by Pledgor, including any equity or right of redemption, stay or appraisal which Pledgor has or may have under any rule of law, regulation or statute now existing or hereafter adopted. Upon any such sale or transfer, Secured Party shall have the right to deliver, assign and transfer to the purchaser or transferee thereof the Collateral so sold or transferred. If Secured Party reasonably deems it advisable to do so, it may restrict the bidders or purchasers of any such sale or transfer to Persons or entities who will represent and agree that they are purchasing the Collateral for their own account and not with the view to the distribution or resale of any of the Collateral. Secured Party may, at its discretion, provide for a public sale, and any such public sale shall be held at such time or times within ordinary business hours and at such place or places as Secured Party may fix in the notice of such sale. Secured Party shall not be obligated to make any sale pursuant to any such notice. Secured Party may, without notice or publication, adjourn any public or private sale by announcement at any time and place fixed for such sale, and such sale may be made at any time or place to which the same may be so adjourned. In the event any sale or transfer hereunder is not completed or is defective in the opinion of Secured Party, such sale or transfer shall not exhaust the rights of Secured Party hereunder, and Secured Party shall have the right to cause one or more subsequent sales or transfers to be made hereunder. If only part of the Collateral is sold or transferred such that the Obligations remain outstanding (in whole or in part), Secured Party's rights and remedies hereunder

shall not be exhausted, waived or modified, and Secured Party is specifically empowered to make one or more successive sales or transfers until all the Collateral shall be sold or transferred and all the Obligations are paid. In the event that Secured Party elects not to sell the Collateral, Secured Party retains its rights to dispose of or utilize the Collateral or any part or parts thereof in any manner authorized or permitted by law or in equity, and to apply the proceeds of the same towards payment of the Obligations.

(c) Apply proceeds of the disposition of the Collateral to the Obligations in any manner elected by Secured Party and permitted by the Code or otherwise permitted by law or in equity. Such application may include, without limitation, the reasonable attorneys' fees and legal expenses incurred by Secured Party.

(d) Appoint any Person as agent to perform any act or acts necessary or incident to any sale or transfer by Secured Party of the Collateral.

(e) Receive, change the address for delivery, open and dispose of mail addressed to Pledgor, and to execute, assign and endorse negotiable and other instruments for the payment of money, documents of title or other evidences of payment, shipment or storage for any form of Collateral on behalf of and in the name of Pledgor.

(f) Exercise all other rights and remedies permitted by law or in equity.

Section 6.03 Attorney-in-Fact. Pledgor hereby irrevocably appoints Secured Party as Pledgor's attorney-in-fact, with full authority in the place and stead of Pledgor and in the name of Pledgor or otherwise, from time to time in Secured Party's discretion upon the occurrence and during the continuance of an Event of Default, but at Pledgor's cost and expense, at any time following three (3) Business Days after receipt by Pledgor of written notice from Secured Party of its intent to do so, to take any action and to execute any assignment, certificate, financing statement, stock power, notification, document or instrument which Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, to receive, endorse and collect all instruments made payable to Pledgor representing any dividend, interest payment or other distribution in respect of the Collateral or any part thereof and to give full discharge for the same.

Section 6.04 Liability for Deficiency. If any sale or other disposition of Collateral by Secured Party in compliance with the Loan Documents and applicable law or any other action of Secured Party hereunder in compliance with the Loan Documents and applicable law results in reduction of the Obligations, such action will not release Pledgor from its liability to Secured Party or any Lender for any unpaid Obligations, including (to the extent permitted by law) costs, charges and expenses incurred in the liquidation of Collateral, together with interest thereon until paid at the rate per annum equal to 2% plus the rate applicable to ABR Loans as provided in Section 2.13(a) of the Credit Agreement, and the same shall be immediately due and payable to Secured Party at Secured Party's address set forth in the opening paragraph hereof.

Section 6.05 Reasonable Notice. If any applicable provision of any law requires Secured Party to give reasonable notice of any sale or disposition or other action, Pledgor hereby agrees that ten days' prior written notice shall constitute reasonable notice thereof. Such notice,

in the case of public sale, shall state the time and place fixed for such sale and, in the case of private sale, the time after which such sale is to be made.

Section 6.06 Pledged Securities. Upon both (i) the occurrence and during the continuance of an Event of Default and (ii) either (a) the Loans becoming due and payable at their stated maturity and not paid, (b) the Loans being declared due and payable pursuant to Article VII of the Credit Agreement, or (c) Secured Party giving prior written notice to Pledgor of Secured Party's intent to exercise its rights under Section 6.02:

(a) All rights of Pledgor to receive the dividends, distributions and interest payments which it would otherwise be authorized to receive and retain pursuant to Section 4.02 shall cease, and all such rights shall thereupon become vested in Secured Party who shall thereupon have the sole right to receive and hold as Collateral such dividends, distributions and interest payments, but Secured Party shall have no duty to receive and hold such distributions, dividends and interest payments and shall not be responsible for any failure to do so or delay in so doing.

(b) All distributions, dividends and interest payments which are received by Pledgor contrary to the provisions of this Section 6.06 shall be received in trust for the benefit of Secured Party, shall be segregated from other funds of Pledgor and shall be promptly paid over to Secured Party as Collateral in the same form as so received (with any necessary endorsement).

(c) Secured Party may exercise any and all rights of conversion, exchange, subscription or any other rights, privileges or options pertaining to any of the Pledged Interests as if it were the absolute owner thereof, including without limitation, the right to exchange at its discretion, any and all of the Pledged Interests upon the merger, consolidation, reorganization, recapitalization or other readjustment of any issuer of such Pledged Interests or upon the exercise by any such issuer or Secured Party of any right, privilege or option pertaining to any of the Pledged Interests and in connection therewith, to deposit and deliver any and all of the Pledged Interests with any committee, depository, transfer agent, registrar or other designated agency upon such terms and conditions as it may determine, all without liability except to account for property actually received by it, but Secured Party shall have no duty to exercise any of the aforesaid rights, privileges or options and shall not be responsible for any failure to do so or delay in so doing.

Section 6.07 Non-judicial Enforcement. To the extent permitted by law, Secured Party may enforce its rights hereunder without prior judicial process or judicial hearing, and to the extent permitted by law Pledgor expressly waives any and all legal rights which might otherwise require Secured Party to enforce its rights by judicial process.

ARTICLE VII
MISCELLANEOUS PROVISIONS

Section 7.01 Notices. Any notice required or permitted to be given under or in connection with this Agreement shall be in writing and shall be mailed by first class or express

mail, postage prepaid, or sent by telex, telegram, telecopy or other similar form of rapid written transmission or personally delivered to the receiving party. All such communications shall be mailed, sent or delivered at the address respectively indicated in the Credit Agreement or at such other address as any party may have furnished the other parties in writing. Any communication so addressed and mailed shall be deemed to be given when so mailed, any notice so sent by rapid written transmission shall be deemed to be given when receipt of such transmission is acknowledged by the receiving operator or equipment, and any communication so delivered in person shall be deemed to be given when receipted for or actually received by Pledgor or Secured Party, as the case may be.

Section 7.02 Amendments and Waivers. Secured Party's acceptance of partial or delinquent payments or any forbearance, failure or delay by Secured Party in exercising any right, power or remedy hereunder shall not be deemed a waiver of any obligation of Pledgor or any Obligor, or of any right, power or remedy of Secured Party; and no partial exercise of any right, power or remedy shall preclude any other or further exercise thereof. Secured Party may remedy any Event of Default hereunder or in connection with the Obligations without waiving the Event of Default so remedied. Pledgor hereby agrees that if Secured Party agrees to a waiver of any provision hereunder, or an exchange of or release of the Collateral, or the addition or release of any Obligor or other Person, any such action shall not constitute a waiver of any of Secured Party's other rights or of Pledgor's obligations hereunder. This Agreement may be amended only by an instrument in writing executed jointly by Pledgor and Secured Party and may be supplemented only by documents delivered or to be delivered in accordance with the express terms hereof.

Section 7.03 Copy as Financing Statement. A photocopy or other reproduction of this Agreement may be delivered by Pledgor or Secured Party to any financial intermediary or other third party for the purpose of transferring or perfecting any or all of the Pledged Interests to Secured Party or its designee or assignee.

Section 7.04 Possession of Collateral. Secured Party shall be deemed to have possession of any Collateral in transit to it or set apart for it (or, in either case, any of its agents, affiliates or correspondents).

Section 7.05 Redelivery of Collateral. If any sale or transfer of Collateral by Secured Party results in full satisfaction of the Obligations, and after such sale or transfer and discharge there remains a surplus of proceeds, Secured Party will deliver to Pledgor such excess proceeds in a commercially reasonable time; *provided, however*, that Secured Party shall not have any liability for any interest, cost or expense in connection with any delay in delivering such proceeds to Pledgor.

Section 7.06 Governing Law; Jurisdiction. This Agreement and the security interest granted hereby shall be construed in accordance with and governed by the laws of the State of New York (except to the extent that the laws of any other jurisdiction govern the perfection and priority of the security interests granted hereby).

Section 7.07 Continuing Security Agreement.

(a) Except as otherwise provided by applicable law (including, without limitation, Section 9-620 of the Code), no action taken or omission to act by Secured Party hereunder, including, without limitation, any exercise of voting or consensual rights pursuant to Section 6.06 or any other action taken or inaction pursuant to Section 6.02, shall be deemed to constitute a retention of the Collateral in satisfaction of the Obligations or otherwise to be in full satisfaction of the Obligations, and the Obligations shall remain in full force and effect, until Secured Party shall have applied payments (including, without limitation, collections from Collateral) towards the Obligations in the full amount then outstanding or until such subsequent time as is hereinafter provided in subsection (b) below.

(b) To the extent that any payments on the Obligations or proceeds of the Collateral are subsequently invalidated, declared to be fraudulent or preferential, set aside or required to be repaid to a trustee, debtor in possession, receiver or other Person under any bankruptcy law, common law or equitable cause, then to such extent the Obligations so satisfied shall be revived and continue as if such payment or proceeds had not been received by Secured Party, and Secured Party's security interests, rights, powers and remedies hereunder shall continue in full force and effect. In such event, this Agreement shall be automatically reinstated if it shall theretofore have been terminated pursuant to Section 7.08.

Section 7.08 Termination. The grant of a security interest hereunder and all of Secured Party's rights, powers and remedies in connection therewith shall remain in full force and effect until Secured Party has (i) retransferred and delivered all Collateral in its possession to Pledgor, and (ii) executed a written release or termination statement and reassigned to Pledgor without recourse or warranty any remaining Collateral and all rights conveyed hereby. Upon the complete payment of the Obligations (other than any indemnity which is not yet due and payable) and the termination of the Commitments, Secured Party, at the written request and expense of Pledgor, will release, reassign and transfer the Collateral to Pledgor and declare this Agreement to be of no further force or effect. Notwithstanding the foregoing, Section 4.04 and the provisions of subsection 7.07(b) shall survive the termination of this Agreement.

Section 7.09 Counterparts; Effectiveness. This Agreement may be executed in two or more counterparts. Each counterpart is deemed an original, but all such counterparts taken together constitute one and the same instrument. This Agreement becomes effective upon the execution hereof by Pledgor and delivery of the same to Secured Party, and it is not necessary for Secured Party to execute any acceptance hereof or otherwise signify or express its acceptance hereof.

Section 7.10 Limitation by Law. All rights, remedies and powers provided in this Agreement may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law, and all the provisions of this Agreement are intended to be subject to all applicable mandatory provisions of law which may be controlling and to be limited to the extent necessary so that they shall not render this Agreement invalid, unenforceable, in whole or in part, or not entitled to be recorded, registered or filed under the provisions of any applicable law.

Section 7.11 Interest. Notwithstanding anything herein or in any other Loan Document to the contrary, if at any time the interest rate applicable to any of the transactions contemplated hereby, together with all fees, charges and other amounts which are treated as interest on such transactions under applicable law (collectively, the "Charges"), shall exceed the maximum lawful rate (the "Maximum Rate") which may be contracted for, charged, taken, received or reserved by the Secured Party or any Lender in accordance with applicable law, the rate of interest payable in respect of such transactions hereunder, together with all Charges payable in respect thereof, shall be limited to the Maximum Rate and, to the extent lawful, the interest and Charges that would have been payable in respect of such transactions but were not payable as a result of the operation of this Section shall be cumulated and the interest and Charges payable to Secured Party or any Lender in respect of other periods shall be increased (but not above the Maximum Rate therefor) until such cumulated amount, together (to the extent lawful) with interest thereon at the Federal Funds Effective Rate to the date of repayment, shall have been received by Secured Party or any Lender.

SECTION 7.12 NO ORAL AGREEMENTS. THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS REPRESENT THE ENTIRE AGREEMENT AND UNDERSTANDING BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

[Signatures begin on next page]

PLEDGOR: ENTERPRISE GP HOLDINGS L.P.

By: EPE Holdings, LLC,
a Delaware limited liability company,
its general partner

By: /s/ W. Randall Fowler
Name: W. Randall Fowler
Title: Senior Vice President and Chief Financial Officer

SECURED PARTY:

CITICORP NORTH AMERICA, INC.

By: /s/ Todd J. Mogil
Name: Todd J. Mogil
Title: Managing Director

EXHIBIT A

PLEDGED INTERESTS

38,976,090 common units of limited partnership interest in Energy Transfer Equity, L.P. ("Partnership"), represented by Certificate Number ___registered in the name of Enterprise GP Holdings L.P. on the books of the Partnership or the Partnership's transfer agent.

Exhibit 99.6

Joint Filing Agreement

In accordance with Rule 13d-1(k) promulgated under the Securities Exchange Act of 1934, as amended, each of the undersigned does hereby consent and agree to the joint filing on behalf of each of them of a Statement on Schedule 13D and all amendments thereto with respect to the units representing limited partner interests in Energy Transfer Equity, L.P. beneficially owned by each of them, and to the inclusion of this Joint Filing Agreement as an exhibit thereto.

Dated: May 17, 2007

/s/ Dan L. Duncan
Dan L. Duncan

Dated: May 17, 2007

DAN DUNCAN LLC

By: /s/ Richard H. Bachmann
Richard H. Bachmann
Executive Vice President

Dated: May 17, 2007

EPE HOLDINGS, LLC

By: /s/ Richard H. Bachmann
Richard H. Bachmann
Executive Vice President

Dated: May 17, 2007

ENTERPRISE GP HOLDINGS L.P.

By: EPE HOLDINGS, LLC

By: /s/ Richard H. Bachmann
Richard H. Bachmann
Executive Vice President