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

**FORM 8-K**

**CURRENT REPORT**

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

Date of Report (Date of earliest event reported): October 5, 2005

**ENTERPRISE PRODUCTS PARTNERS L.P.**  
(Exact name of registrant as specified in its charters)

**Delaware**  
(State or Other Jurisdiction of  
Incorporation or Organization)

**1-14323**  
(Commission File Number)

**76-0568219**  
(I.R.S. Employer Identification  
No.)

**2727 North Loop West, Houston, Texas**  
(Address of Principal Executive Offices)

**77008-1044**  
(Zip Code)

Registrant's Telephone Number, including Area Code: **(713) 880-6500**

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Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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**Item 1.01. Entry into a Material Definitive Agreement.**

The information set forth under Item 2.03 hereof is incorporated by reference into this Item 1.01.

**Item 2.03. Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.**

On August 25, 2004, our wholly-owned subsidiary, Enterprise Products Operating L.P (the "Operating Partnership"), entered into a Multi-Year Revolving Credit Agreement (the "Credit Agreement") with Wachovia Bank, National Association, as Administrative Agent and the other lenders named therein. The Operating Partnership's borrowings under the Credit Agreement are unsecured general obligations that are non-recourse to our general partner. We have guaranteed repayment of amounts due under the Credit Agreement through an unsecured guarantee. A copy of the Credit Agreement was filed as Exhibit 4.1 to our Current Report on Form 8-K filed with the Commission on August 30, 2004.

On October 5, 2005, the Operating Partnership executed an amendment to the Credit Agreement (the "Amendment") that increased the initial aggregate commitments of the lenders (i.e., the Operating Partnership's initial borrowing capacity) under the Credit Agreement from \$750,000,000 to \$1,250,000,000. The Amendment also increased the maximum aggregate commitments of the lenders from \$1,000,000,000 to \$1,400,000,000, which commitments may be increased up to such maximum amounts upon request by the Operating Partnership and upon approval by the Administrative Agent and the satisfaction of certain conditions.

Pursuant to the terms of the Credit Agreement, variable interest rates charged under this facility for each borrowing generally bear interest at either, at our election, of (1) the greater of (a) the Prime Rate or (b) the Federal Funds Effective Rate plus ½% or (2) a Eurodollar rate plus an applicable margin or (3) a Competitive Bid Rate.

Based upon the Operating Partnership's current debt ratings, the Amendment reduced the sum of the applicable margin for the Eurodollar Rate and facility fee by approximately 0.375% as long as no more than 50% of the total commitments of the lenders are outstanding under the Credit Agreement, which margin shall be increased by 0.1% if the total principal amount outstanding under the Credit Agreement exceeds 50% of the total commitments of the lenders.

The Amendment extended the maturity date of the Credit Agreement from September 30, 2009 to October 5, 2010. The Amendment also provides that the Operating Partnership may make up to two requests for a one-year extension of the maturity date, and any such extension shall be effective if it is consented to by lenders having over 50% of the commitments under the Credit Agreement and certain other conditions are satisfied.

The Amendment removed the \$100,000,000 limit on letters of credit that was originally included in the Credit Agreement. The total outstanding principal amount of loans and letters of credit may not exceed the total commitments of the lenders thereunder.

The Amendment deleted the representation by the Operating Partnership as to the existence of no material adverse change from that in effect on December 31, 2003, in the financial condition or results of operations of the Operating Partnership and its consolidated subsidiaries taken as a whole, as indicated in its most recent quarterly or annual financial statements, except as otherwise disclosed in its filings with the SEC prior to August 25, 2004. This representation is no longer required to be made by the Operating Partnership at the time of each borrowing under the Credit Agreement.

The Amendment added an exception to the prohibited Restricted Payments (as defined in the Credit Agreement) that allows payments to officers, directors and employees with respect to their exercise of options, warrants or other rights to acquire equity interests in us pursuant to our employee compensation plans or agreements.

The Amendment enhanced the existing provisions in the Credit Agreement that evidence the separateness of us and our general partner from each other and from other persons and entities. The Amendment made a few other changes to the Credit Agreement, all of which in the aggregate are immaterial.

**Item 9.01. Financial Statements and Exhibits.**

**(a) Financial statements of businesses acquired.**

**Not applicable.**

**(b) Pro forma financial information.**

**Not applicable.**

**(c) Exhibits.**

- 4.1 Multi-Year Revolving Credit Agreement dated as of August 25, 2004, among Enterprise Products Operating L.P., the Lenders party thereto, Wachovia Bank, National Association, as Administrative Agent, CitiBank, N.A. and JPMorgan Chase Bank, as Co-Syndication Agents, and Mizuho Corporate Bank, Ltd., SunTrust Bank and The Bank of Nova Scotia, as Co-Documentation Agents (incorporated by reference to Exhibit 4.1 to Form 8-K filed on August 30, 2004).
- 4.2 Guaranty Agreement dated as of August 25, 2004, by Enterprise Products Partners L.P. in favor of Wachovia Bank, National Association, as Administrative Agent for the several lenders that are or become parties to the Credit Agreement included as Exhibit 4.1, above (incorporated by reference to Exhibit 4.2 to Form 8-K filed on August 30, 2004).
- 4.3\* First Amendment dated October 5, 2005, to Multi-Year Revolving Credit Agreement dated as of August 25, 2004, among Enterprise Products Operating L.P., the Lenders party thereto, Wachovia Bank, National Association, as Administrative Agent, CitiBank, N.A. and JPMorgan Chase Bank, as Co-

\* Filed herewith

## SIGNATURES

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

ENTERPRISE PRODUCTS PARTNERS L.P.

By: Enterprise Products GP, LLC,  
its General Partner

Date: October 7, 2005

By: /s/ Michael J. Knesek  
Name: Michael J. Knesek  
Title: Senior Vice President, Controller and Principal  
Accounting Officer of Enterprise Products GP, LLC

**EXHIBIT INDEX**

**Exhibit  
Number**

**Exhibit Description**

- 4.1 Multi-Year Revolving Credit Agreement dated as of August 25, 2004, among Enterprise Products Operating L.P., the Lenders party thereto, Wachovia Bank, National Association, as Administrative Agent, CitiBank, N.A. and JPMorgan Chase Bank, as Co-Syndication Agents, and Mizuho Corporate Bank, Ltd., SunTrust Bank and The Bank of Nova Scotia, as Co-Documentation Agents (incorporated by reference to Exhibit 4.1 to Form 8-K filed on August 30, 2004).
- 4.2 Guaranty Agreement dated as of August 25, 2004, by Enterprise Products Partners L.P. in favor of Wachovia Bank, National Association, as Administrative Agent for the several lenders that are or become parties to the Credit Agreement included as Exhibit 4.1, above (incorporated by reference to Exhibit 4.2 to Form 8-K filed on August 30, 2004).
- 4.3\* First Amendment dated October 5, 2005, to Multi-Year Revolving Credit Agreement dated as of August 25, 2004, among Enterprise Products Operating L.P., the Lenders party thereto, Wachovia Bank, National Association, as Administrative Agent, CitiBank, N.A. and JPMorgan Chase Bank, as Co-Syndication Agents, and Mizuho Corporate Bank, Ltd., SunTrust Bank and The Bank of Nova Scotia, as Co-Documentation Agents.

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\* Filed herewith

FIRST AMENDMENT TO  
MULTI-YEAR REVOLVING CREDIT AGREEMENT

THIS FIRST AMENDMENT TO MULTI-YEAR REVOLVING CREDIT AGREEMENT (this "First Amendment") is made and entered into as of the 5th day of October, 2005, (the "First Amendment Effective Date"), among ENTERPRISE PRODUCTS OPERATING L.P., a Delaware limited partnership ("Borrower"); WACHOVIA BANK, NATIONAL ASSOCIATION, as administrative agent (in such capacity, the "Administrative Agent") for each of the lenders (the "Lenders") that is a signatory or which becomes a signatory to the hereinafter defined Credit Agreement; and the Lenders party hereto.

R E C I T A L S:

A. On August 25, 2004, the Borrower, the Lenders and the Administrative Agent entered into a certain Multi-Year Revolving Credit Agreement (the "Credit Agreement") whereby, upon the terms and conditions therein stated, the Lenders agreed to make certain Loans (as defined in the Credit Agreement) and extend certain credit to the Borrower.

B. The parties hereto mutually desire to amend the Credit Agreement as hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Borrower, the Lenders party hereto and the Administrative Agent hereby agree as follows:

1. Certain Definitions.

1.1 Terms Defined Above. As used in this First Amendment, the terms "Administrative Agent", "Borrower", "Credit Agreement", "First Amendment" and "First Amendment Effective Date", shall have the meanings indicated above.

1.2 Terms Defined in Agreement. Unless otherwise defined herein, all terms beginning with a capital letter which are defined in the Credit Agreement shall have the same meanings herein as therein unless the context hereof otherwise requires.

2. Amendments to Credit Agreement.

2.1 Defined Terms.

(a) The term "Agreement," as defined in Section 1.01 of the Credit Agreement, is hereby amended to mean the Credit Agreement, as amended and supplemented by this First Amendment and as the same may from time to time be further amended or supplemented.

(b) The pricing grid set forth in the definition of "Applicable Rate" as defined in Section 1.01 of the Credit Agreement is hereby amended in its entirety to read as follows:

<u>Index Debt Ratings: (Moody's/S&amp;P)</u>	<u>Eurodollar Spread*</u>	<u>Facility Fee Rate</u>
<u>Category 1</u> ≥ A3/A-	0.210%	0.065%
<u>Category 2</u> Baa1/BBB+	0.270%	0.080%
<u>Category 3</u> Baa2/BBB	0.350%	0.100%
<u>Category 4</u> Baa3/BBB-	0.500%	0.125%
<u>Category 5</u> < Baa3/BBB-	0.575%	0.175%

\*provided, the applicable Eurodollar Spread shall be increased by 0.100% on each day that (i) the total Revolving Credit Exposures plus (ii) the aggregate principal amount of outstanding Competitive Loans exceeds (iii) fifty percent (50%) of the total Commitments.

(c) The last sentence of the definition of “Commitment” as defined in Section 1.01 of the Credit Agreement is hereby amended in its entirety to read as follows:

The initial aggregate amount of the Lenders' Commitments is \$1,250,000,000.

(d) The definition of “Maturity Date” as defined in Section 1.01 of the Credit Agreement is hereby amended in its entirety to read as follows:

“Maturity Date” means the fifth anniversary of the First Amendment Effective Date, as may be extended pursuant to Section 2.01(c).

2.2 Additional Defined Terms. Section 1.01 of the Credit Agreement is hereby further amended and supplemented by adding the following new definitions, which read in their entirety as follows:

“Debt Coverage Ratio” means the ratio of Consolidated Indebtedness to Consolidated EBITDA.

“First Amendment” means that certain First Amendment to Multi-Year Revolving Credit Agreement dated as of October 5, 2005, among the Borrower, the Lenders party thereto and the Administrative Agent.

“First Amendment Effective Date” means October 5, 2005.

2.3 Commitments.

(a) The reference to “\$1,000,000,000” set forth in clause (ii) of the proviso at the end of Section 2.01(b) is hereby amended to refer instead to “\$1,400,000,000”.

(b) Section 2.01(c) of the Credit Agreement is hereby amended in its entirety to read as follows:

(c) The Borrower may make up to two (2) requests for one-year extensions of the Maturity Date by delivering a written request for same to the Administrative Agent no earlier than 30 days prior to the first anniversary of the First Amendment Effective Date and no later than 30 days prior to the Maturity Date (or previously extended Maturity



Date pursuant hereto). Any such extension shall be effective if (i) consented to by Required Lenders within thirty (30) days after such request, (ii) on the Maturity Date as it existed immediately before such extension (A) the Commitments of the dissenting Lenders are terminated (which termination shall be effective automatically), (B) all amounts owing to such dissenting Lenders are paid in full (which payments shall not be subject to Section 2.11), and (C) the total Commitments are permanently reduced by an amount equal to such dissenting Lenders' Commitments so terminated, except to the extent that the Commitments of the dissenting Lenders are replaced pursuant to Section 2.19(b) and/or one or more Lenders agree(s) to increase their respective Commitment(s), (iii) all conditions precedent for a Borrowing set forth in Section 4.02 have been satisfied, and (iv) the Borrower does not withdraw its request for such extension before the Maturity Date (or previously extended Maturity Date pursuant hereto).

(c) Schedule 2.01 to the Credit Agreement is hereby amended in its entirety to read as set forth on Schedule 2.01 attached hereto. In connection therewith, Borrower, Administrative Agent and Lenders shall make adjustments to (i) the outstanding principal amount of Revolving Loans (but not any interest accrued thereon prior to the First Amendment Effective Date or any accrued facility fees under the Credit Agreement prior to the First Amendment Effective Date), including the borrowing of additional Revolving Loans (which may include Eurodollar Loans) and the repayment of Revolving Loans (which may include the prepayment or conversion of Eurodollar Loans) plus all applicable accrued interest, fees and expenses as shall be necessary to provide for Revolving Loans by each Lender in the amount of its new Applicable Percentage of all Loans as of the First Amendment Effective Date, and (ii) participations in outstanding Letters of Credit as of the First Amendment Effective Date to provide for each Lender's participation in each outstanding Letter of Credit as of the First Amendment Effective Date equal to such Lender's new Applicable Percentage of the aggregate amount available to be drawn under each such Letter of Credit as of the First Amendment Effective Date. In connection with the foregoing, each Lender shall be deemed to have made an assignment of its outstanding Revolving Loans and Commitments under the Credit Agreement, and assumed outstanding Revolving Loans and Commitments of other Lenders under the Credit Agreement, all at the request of the Borrower, as may be necessary to effect the foregoing, and each such Lender shall be entitled to any reimbursement under Section 2.16 of the Credit Agreement with respect thereto.

2.4 Letters of Credit. Clause (i) of the last sentence of Section 2.06(b) of the Credit Agreement is hereby amended in its entirety to read as follows:

(i) the LC Exposure shall not exceed the total Commitments, and

2.5 Separateness. Section 2.20 of the Credit Agreement is hereby amended in its entirety to read as follows:

2.20 Separateness. The Lenders acknowledge and affirm (i) their reliance on the separateness of the Limited Partner and GP LLC from each other and from other Persons, including EPCO and Enterprise GP Holdings L.P. ("EPE"), (ii) that other creditors of the Borrower, the Limited Partner or GP LLC have likely advanced funds to such Persons in reliance upon the separateness of the Limited Partner and GP LLC from each other and from other Persons, including EPCO and EPE, (iii) that each of the Limited Partner and GP LLC have assets and liabilities that are separate from those of each other and from other Persons, including EPCO and EPE, (iv) that the Loans and

other obligations owing under this Agreement, the Notes and documents related hereto or thereto have not been guaranteed by GP LLC, EPCO or EPE, and (v) that, except as other Persons may expressly assume or guarantee this Agreement, the Notes or any documents related hereto or thereto or any of the Loans or other obligations thereunder, the Lenders shall look solely to the Borrower, and, pursuant to the Limited Partner Guaranty Agreement, the Limited Partner, and their respective property and assets, and any property pledged as collateral with respect hereto or thereto, for the repayment of any amounts payable pursuant hereto or thereto and for satisfaction of any obligations owing to the Lenders hereunder or thereunder and that GP LLC is not personally liable to the Lenders for any amounts payable or any liability hereunder or thereunder; provided, however, that nothing in this Section 2.20 shall constitute a waiver of any claims against (x) GP LLC with respect to any fraud or intentional misrepresentation by GP LLC with respect to this Agreement, the Notes or any documents related hereto or thereto, or (y) any Person (including without limitation GP LLC, EPCO or EPE) with respect to any transfer of funds or other assets of the Borrower or the Limited Partner to such Person prohibited by this Agreement or the Limited Partner Guaranty or constituting a fraudulent transfer or fraudulent conveyance under applicable law.

2.6 Representations and Warranties. Section 3.04 of the Credit Agreement is hereby retitled “Financial Condition”, and Section 3.04(c) of the Credit Agreement is hereby deleted in its entirety.

2.7 Restricted Payments. Section 6.05 of the Credit Agreement is hereby amended by deleting the word “and” immediately before clause (iv) and inserting a new clause (v) immediately before the proviso in Section 6.05 of the Credit Agreement to read as follows:

and (v) the Borrower and its Subsidiaries may make payments or other distributions to officers, directors or employees with respect to the exercise by any such Persons of options, warrants or other rights to acquire Equity Interests in the Limited Partner, the Borrower or such Subsidiary issued pursuant to an employment, equity award, equity option or equity appreciation agreement or plans entered into by the Limited Partner the Borrower or such Subsidiary in the ordinary course of business.

2.8 No Other Duties, Etc. The fifth paragraph of Article VIII of the Credit Agreement is hereby amended by adding a new sentence at the end thereof, to read as follows:

Anything herein to the contrary notwithstanding, neither the Administrative Agent, the Co-Syndication Agents, the Co-Documentation Agents, the Joint Lead Arrangers nor the Joint Book Runners listed on the cover page hereof shall have any powers, duties or responsibilities under this Agreement, the Notes or any documents related hereto or thereto, except in its capacity, as applicable, as Administrative Agent, Issuing Bank, Swingline Lender or a Lender hereunder.

2.9 Conditions Precedent. The obligation of the Lenders party hereto and the Administrative Agent to enter into this First Amendment shall be conditioned upon the following conditions precedent:

(a) The Administrative Agent shall have received a copy of this First Amendment, duly completed and executed by the Borrower and each Lender; and acknowledged and ratified

by the Limited Partner pursuant to a duly executed Acknowledgement and Ratification in the form of Exhibit A attached hereto;

(b) The Administrative Agent shall have received favorable written opinions (addressed to the Administrative Agent and the Lenders and dated the First Amendment Effective Date) of Richard Bachmann, in-house counsel for Borrower and the Limited Partner, and Bracewell & Giuliani LLP, counsel for Borrower and the Limited Partner, substantially in the forms delivered in connection with the Credit Agreement and reasonably satisfactory to the Administrative Agent and its counsel.

(c) The Administrative Agent shall have received such documents and certificates as the Administrative Agent or its counsel may reasonably request relating to (1) the organization and existence of the Borrower and the Limited Partner, (2) the authorization of this First Amendment and any other legal matters relating to the Borrower, this First Amendment or the Credit Agreement, all in form and substance reasonably satisfactory to the Administrative Agent and its counsel, and (3) with respect to the Limited Partner, the authorization of the Ratification and Acknowledgement of Limited Partner attached hereto, and any other legal matters relating to the Limited Partner.

(d) The Administrative Agent shall have received each promissory note requested by a Lender pursuant to Section 2.10(e) of the Credit Agreement, each duly completed and executed by the Borrower.

(e) The Administrative Agent shall have received a certificate, dated the First Amendment Effective Date and signed by the President, an Executive Vice President or a Financial Officer of the Borrower, confirming compliance with the conditions set forth in paragraphs (a) and (b) of Section 4.02 of the Credit Agreement, as amended hereby, and Section 2.9(g) hereof.

(f) The Administrative Agent shall have received all fees and other amounts due and payable on or prior to the First Amendment Effective Date, including, to the extent invoiced five (5) Business Days prior to closing, reimbursement or payment of all out-of-pocket expenses required to be reimbursed or paid by the Borrower hereunder.

(g) As of the First Amendment Effective Date, no Material Adverse Change exists.

(h) The Lenders shall have received (i) the audited financial statements for the Borrower and its Subsidiaries for the period ended December 31, 2004, (ii) the unaudited financial statements for the Borrower and its Subsidiaries for the fiscal quarter ending June 30, 2005, and (iii) a certificate from the chief financial officer of the Borrower reflecting pro forma compliance with Section 6.07 of the Credit Agreement as of June 30, 2005.

(i) The Administrative Agent shall have received such other information, documents or instruments as it or its counsel may reasonably request.

3. Representations and Warranties. The Borrower represents and warrants that:

(a) there exists no Default or Event of Default, or any condition or act which constitutes, or with notice or lapse of time or both would constitute, an Event of Default under the Credit Agreement, as hereby amended and supplemented;

(b) the Borrower has performed and complied with all covenants, agreements and conditions contained in the Credit Agreement, as hereby amended and supplemented, required to be performed or complied with by it; and

(c) the representations and warranties of the Borrower contained in the Credit Agreement, as hereby amended and supplemented, were true and correct in all material respects when made, and are true and correct in all material respects at and as of the time of delivery of this First Amendment, except to the extent such representations and warranties relate to an earlier date, in which case such representations and warranties were true and correct in all material respects as of such earlier date.

4. Extent of Amendments. Except as expressly herein set forth, all of the terms, conditions, defined terms, covenants, representations, warranties and all other provisions of the Credit Agreement are herein ratified and confirmed and shall remain in full force and effect.

5. Counterparts. This First Amendment may be executed in two or more counterparts, and it shall not be necessary that the signatures of all parties hereto be contained on any one counterpart hereof; each counterpart shall be deemed an original, but all of which together shall constitute one and same instrument.

6. References. On and after the First Amendment Effective Date, the terms “Agreement”, “hereof”, “herein”, “hereunder”, and terms of like import when used in the Credit Agreement shall, except where the context otherwise requires, refer to the Credit Agreement, as amended and supplemented by this First Amendment.

7. Governing Law. This First Amendment shall be governed by and construed in accordance with the laws of the State of New York and applicable federal law.

**THIS FIRST AMENDMENT, THE CREDIT AGREEMENT, AS AMENDED HEREBY, THE NOTES AND THE OTHER LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT 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.**

This First Amendment shall benefit and bind the parties hereto, as well as their respective assigns, successors, heirs and legal representatives.

[Signatures Begin on Next Page]

BORROWER:

ENTERPRISE PRODUCTS OPERATING L.P.

By: Enterprise Products OLPGP, Inc.,  
General Partner

By /s/ W. Randall Fowler  
W. Randall Fowler  
Senior Vice President and Treasurer

WACHOVIA BANK,  
NATIONAL ASSOCIATION,  
individually, as Administrative Agent,  
as Issuing Bank and as Swingline Lender

By /s/ Shannan S. Townsend  
Name: Shannan Townsend  
Title: Director

CITIBANK, N.A.  
Individually and as Co-Syndication Agent

By /s/ Todd J. Mogil  
Name: Todd J. Mogil  
Title: Attorney-in-Fact

JPMORGAN CHASE BANK,  
Individually and as Co-Syndication Agent

By /s/ Kenneth J. Fatur  
Name: Kenneth J. Fatur  
Title: Vice President



By /s/ Raymond Ventura  
Name: Raymond Ventura  
Title: Deputy General Manager

SUNTRUST BANK,  
Individually and as Co-Documentation Agent

By /s/ Kelley E Brunson  
Name: Kelley Brunson  
Title: Vice President

By /s/ N. Bell  
Name: N. Bell  
Title: Senior Manager

BARCLAYS BANK PLC,  
Individually and as a Senior Managing Agent

By /s/ Alison McGuigan  
Name: Alison McGuigan  
Title: Associate Director

BAYERISCHE HYPO-UND VEREINSBANK AG, NEW  
YORK BRANCH, Individually and as  
a Senior Managing Agent

By /s/ Marianne Weinzinger  
Name: Marianne Weinzinger  
Title: Director

By /s/ Shannon Batchman  
Name: Shannon Batchman  
Title: Director

HARRIS NESBITT FINANCING, INC.,  
Individually and as a Senior Managing Agent

By /s/ Cahal Carmody

Name: Cahal B. Carmody

Title: Vice President

THE ROYAL BANK OF SCOTLAND plc,  
Individually and as a Senior Managing Agent

By /s/ M. Main  
Name: Matthew Main  
Title: Managing Director

BANK OF AMERICA, N.A.,  
Individually and as a Managing Agent

By /s/ Zewditu Menelik  
Name: Zewditu Menelik  
Title: Vice President



THE BANK OF TOKYO-MITSUBISHI, LTD.,  
HOUSTON AGENCY, Individually and as  
a Managing Agent

By /s/ Kelton Glasscock  
Name: Kelton Glasscock  
Title: Vice President

BNP PARIBAS,  
Individually and as a Managing Agent

By /s/ J. Onischuk

Name: J. Onischuk

Title: Director

By /s/ Greg Smothers

Name: Greg Smothers

Title: Vice President

LEHMAN COMMERCIAL PAPER INC.,  
Individually and as a Managing Agent

By /s/ Janine M. Shugan  
Name: Janine M. Shugan  
Title: Authorized Signatory

MORGAN STANLEY BANK,  
Individually and as a Managing Agent

By /s/ Daniel Twenge  
Name: Daniel Twenge  
Title: Vice President

UBS LOAN FINANCE LLC,  
Individually and as a Managing Agent

By /s/ Marie Haddad

Name: Marie A. Haddad

Title: Associate Director

By /s/ Anthony Joseph

Name: Anthony N. Joseph

Title: Director

SOCIETE GENERALE,  
Individually and as Co-Agent

By /s/ Stephen W. Warfel  
Name: Stephen W. Warfel  
Title: Vice President

GOLDMAN SACHS CREDIT PARTNERS L.P.,  
a Lender

By /s/ W. W. Archer  
Name: William Archer  
Title: Authorized Signatory

By /s/ Richard Ennis

Name: Richard Ennis

Title: Managing Director



By /s/ David A. Buck

Name: David A. Buck

Title: Senior Vice President

BAYERISCHE LANDESBANK,  
NEW YORK BRANCH,  
Individually and as Co-Agent

By /s/ Dietmar Reig  
Name: Dietmar Reig  
Title: Senior Vice President

By /s/ D. M. Quilty  
Name: Donna M. Quilty  
Title: Vice President

COMMERZBANK AG, NEW YORK AND  
GRAND CAYMAN BRANCHES,  
Individually and as Co-Agent

By /s/ Andrew Kjoller  
Name: Andrew Kjoller  
Title: Vice President

By /s/ Barbara Stacks  
Name: Barbara Stacks  
Title: Assistant Vice President

DNB NOR BANK ASA,  
Individually and as Co-Agent

By /s/ Peter M. Dodge

Name: Peter M. Dodge  
Title: Senior Vice President

By /s/ Stig Kristiansen

Name: Stig Kristiansen  
Title: Vice President

ROYAL BANK OF CANADA,  
Individually and as Co-Agent

By /s/ David A. McCluskey  
Name: David A. McCluskey  
Title: Authorized Signatory

UFJ BANK LTD., NEW YORK BRANCH,  
Individually and as Co-Agent

By /s/ L.J. Perenyi  
Name: L.J. Perenyi  
Title: Vice President

WESTLB AG, NEW YORK BRANCH,  
Individually and as Co-Agent

By /s/ Duncan Robertson

Name: Duncan Robertson

Title: Executive Director

By /s/ Jeffrey S. Davidson

Name: Jeffrey S. Davidson

Title: Associate Director

By /s/ Louis Alder  
Name: Louis Alder  
Title: Director



By /s/ Jo Ann Vasquez  
Name: Jo Ann Vasquez  
Title: Vice President

By /s/ Corwin Dupree

Name: Corwin Dupree

Title: Vice President

**SCHEDULE 2.01**  
**COMMITMENTS**

<u>Lender</u>	<u>Commitment</u>
Wachovia Bank, National Association	\$80,000,000.00
Citibank, N.A.	\$80,000,000.00
JPMorgan Chase Bank	\$80,000,000.00
Mizuho Corporate Bank, Ltd.	\$61,000,000.00
SunTrust Bank	\$61,000,000.00
The Bank of Nova Scotia	\$61,000,000.00
Barclays Bank PLC	\$41,000,000.00
Bayerische Hypo-Und Vereinsbank AG, New York Branch	\$41,000,000.00
Harris Nesbitt Financing, Inc.	\$41,000,000.00
The Royal Bank of Scotland plc	\$41,000,000.00
Bank of America, N.A.	\$41,000,000.00
The Bank of Tokyo-Mitsubishi, Ltd., Houston Agency	\$41,000,000.00
BNP Paribas	\$41,000,000.00
Lehman Commercial Paper Inc.	\$41,000,000.00
Morgan Stanley Bank	\$41,000,000.00
UBS Loan Finance LLC	\$41,000,000.00
Societe Generale	\$41,000,000.00
Goldman Sachs Credit Partners L.P.	\$41,000,000.00
ING Capital LLC	\$41,000,000.00
Sumitomo Mitsui Banking Corporation	\$41,000,000.00
Bayerische Landesbank, New York Branch	\$41,000,000.00
Wells Fargo Bank, National Association	\$41,000,000.00
DnB NOR Bank ASA	\$41,000,000.00
Commerzbank AG, New York and Grand Cayman Branches	\$23,000,000.00
Royal Bank of Canada	\$23,000,000.00
UFJ Bank Ltd., New York Branch	\$23,000,000.00
WestLB AG, New York Branch	\$23,000,000.00
Merrill Lynch Bank USA	\$23,000,000.00
Hibernia National Bank	\$15,000,000.00
<b>TOTAL</b>	<b>\$1,250,000,000.00</b>

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ACKNOWLEDGMENT AND RATIFICATION OF GUARANTOR

The undersigned ("Guarantor") hereby expressly (i) acknowledges the terms of the foregoing First Amendment to Multi-Year Revolving Credit Agreement; (ii) ratifies and affirms its obligations under its Guaranty Agreement dated as of August 25, 2004, in favor of the Administrative Agent; (iii) acknowledges, renews and extends its continued liability under said Guaranty Agreement and Guarantor hereby agrees that its Guaranty Agreement remains in full force and effect; and (iv) guarantees to the Administrative Agent the prompt payment when due of all amounts owing or to be owing by it under its Guaranty Agreement pursuant to the terms and conditions thereof, as modified hereby.

The foregoing acknowledgment and ratification of the undersigned Guarantor shall be evidenced by signing the spaces provided below, to be effective as of the First Amendment Effective Date.

ENTERPRISE PRODUCTS PARTNERS L.P.,  
a Delaware limited partnership

By: Enterprise Products GP, LLC,  
General Partner

By: /s/ W. Randall Fowler  
W. Randall Fowler  
Senior Vice President and Treasurer