

---

**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): September 16, 2015

**ENTERPRISE PRODUCTS PARTNERS L.P.**

(Exact name of registrant as specified in its charter)

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

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

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

**1100 Louisiana Street, 10th Floor**  
**Houston, Texas 77002**  
(Address of Principal Executive Offices, including Zip Code)

**(713) 381-6500**  
(Registrant's Telephone Number, including Area Code)

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

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
  - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
  - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
  - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
- 
-

## **Item 1.01 Entry into a Material Definitive Agreement.**

### ***First Amendment to 364-Day Revolving Credit Agreement***

On September 16, 2015, Enterprise Products Operating LLC, a Texas limited liability company (“EPO”) and the operating subsidiary of Enterprise Products Partners L.P. (the “Partnership”), entered into a First Amendment to 364-Day Revolving Credit Agreement (the “First Amendment”), by and among EPO, as borrower, Citibank, N.A. as administrative agent (the “Administrative Agent”), certain financial institutions from time to time named therein as Co-Syndication Agents, Co-Documentation Agents, Joint Lead Arrangers and Joint Book Runners, and each of the lenders that is a signatory thereto. The First Amendment amends and extends that certain 364-Day Revolving Credit Agreement, dated as of September 30, 2014, by and among EPO, each of the lenders that is a party thereto and the Administrative Agent (the “364-Day Credit Agreement”).

Under the terms of the 364-Day Credit Agreement, as amended by the First Amendment, EPO may borrow up to \$1.5 billion (which may be increased by up to \$200 million to \$1.7 billion at EPO’s election, provided certain conditions are met) at a variable interest rate for a term of 364 days, subject to the terms and conditions set forth therein. Among other things, the First Amendment (i) modifies the “Eurodollar Spread,” “ABR Spread” and “Facility Fee Rate” for certain index debt ratings in the definition of “Applicable Rate”; (ii) sets December 31, 2014 as the base date for determining if a “Material Adverse Change” has occurred; (iii) extends the maturity date under the 364-Day Credit Agreement to 364 days from September 16, 2015 (and if EPO elects the “Term-Out” option in accordance with the 364-Day Credit Agreement, to the date that is one year and 364 days from September 16, 2015); and (iv) amends Schedule 2.01, Commitments.

### ***Second Amendment to Multi-Year Credit Agreement***

On September 16, 2015, EPO entered into a Second Amendment to Revolving Credit Agreement (the “Second Amendment”), by and among EPO, as borrower, Wells Fargo Bank, National Association, as administrative agent (the “RCA Administrative Agent”), certain financial institutions from time to time named therein as Co-Syndication Agents, Co-Documentation Agents, Joint Lead Arrangers and Joint Book Runners, and each of the lenders that is a signatory thereto. The Second Amendment amends and extends that certain Revolving Credit Agreement, dated as of September 7, 2011, as amended by the First Amendment to Revolving Credit Agreement, dated as of June 19, 2013, by and among EPO, Canadian Enterprise Gas Products, Ltd. (“CEGP”), the lenders party thereto and the RCA Administrative Agent (the “Multi-Year Credit Agreement”).

Among other things, the Second Amendment (i) increases the aggregate amount of the Multi-Year Credit Agreement Lenders’ commitments to make revolving loans under the Multi-Year Credit Agreement from \$3.5 billion to \$4.0 billion and provides that EPO may increase such amount to \$4.5 billion by allowing existing Multi-Year Credit Agreement Lenders to increase their respective Commitments or by adding one or more Multi-Year Credit Agreement Lenders to the Multi-Year Credit Agreement; (ii) modifies the “Eurodollar Spread,” “ABR Spread” and “Facility Fee Rate” for certain index debt ratings in the definition of “Applicable Rate”; (iii) adds issuers of Letters of Credit; (iv) sets December 31, 2014 as the base date for determining if a “Material Adverse Change” has occurred; (v) extends the maturity date under the Multi-Year Credit Agreement to the date that is five years from September 16, 2015; (vi) reduces the maximum aggregate amount of all outstanding undrawn Letters of Credit plus the amount of all payments to be made under drawn Letters of Credit from \$500,000,000 to \$250,000,000; (vii) adds OFAC, FCPA, FATCA, sanctions and certain other regulatory provisions; (viii) amends Schedule 2.01, Commitments; (ix) adjusts the maximum aggregate face amount of Letters of Credit issuable by each issuing bank as shown on a new Schedule 2.06(b); and (x) removes CEGP as a party under the Multi-Year Credit Agreement and deletes all provisions that refer to Canadian laws.

The descriptions of the First Amendment and the Second Amendment in this Item 1.01 are qualified in their entirety by reference to the full texts of the First Amendment and the Second Amendment, which are filed as Exhibits 10.1 and 10.2 hereto, respectively, and are incorporated herein by reference.

## **Item 8.01 Other Events**

On September 16, 2015, the Partnership issued a press release announcing the execution of the First Amendment and the Second Amendment described in Item 1.01 above, a copy of which is attached as Exhibit 99.1 hereto and incorporated by reference into this Item 8.01.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
10.1	First Amendment to 364-Day Revolving Credit Agreement dated as of September 16, 2015, by and among Enterprise Products Operating LLC, Citibank, N.A., as Administrative Agent, the Lenders party thereto, Wells Fargo Bank, National Association, DNB Bank ASA, New York Branch, JPMorgan Chase Bank, N.A., Mizuho Bank, Ltd., and The Bank of Tokyo-Mitsubishi UFJ, Ltd., as Co-Syndication Agents, and Royal Bank of Canada, The Bank of Nova Scotia, SunTrust Bank and UBS Securities LLC, as Co-Documentation Agents, and Citigroup Global Markets Inc., Wells Fargo Securities, LLC, DNB Markets, Inc., J.P. Morgan Securities LLC, Mizuho Bank, Ltd., The Bank of Tokyo-Mitsubishi UFJ, Ltd., RBC Capital Markets, The Bank of Nova Scotia, SunTrust Robinson Humphrey, Inc. and UBS Securities LLC, as Joint Lead Arrangers and Joint Book Runners.
10.2	Second Amendment dated as of September 16, 2015 to Revolving Credit Agreement dated as of September 7, 2011, as amended by First Amendment to Revolving Credit Agreement dated as of June 19, 2013, among Enterprise Products Operating LLC, Wells Fargo Bank, National Association, as Administrative Agent, the Lenders and Issuing Banks party thereto, Citibank, N.A., DNB Bank ASA, New York Branch, JPMorgan Chase Bank, N.A., Mizuho Bank, Ltd. and The Bank of Tokyo-Mitsubishi UFJ, Ltd., as Co-Syndication Agents, and Royal Bank of Canada, The Bank of Nova Scotia, SunTrust Bank and UBS Securities LLC, as Co-Documentation Agents, and Wells Fargo Securities, LLC, Citigroup Global Markets Inc., DNB Markets, Inc., J.P. Morgan Securities LLC, Mizuho Bank, Ltd., The Bank of Tokyo-Mitsubishi UFJ, Ltd., RBC Capital Markets, The Bank of Nova Scotia, SunTrust Robinson Humphrey, Inc., and UBS Securities LLC, as Joint Lead Arrangers and Joint Book Runners.
99.1	Press Release dated September 16, 2015.

**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 Holdings LLC,  
its General Partner

By:           /s/ Michael J. Knesek            
Michael J. Knesek  
*Senior Vice President, Controller and Principal Accounting  
Officer*

Date: September 16, 2015

## EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Description</u>
10.1	First Amendment to 364-Day Revolving Credit Agreement dated as of September 16, 2015, by and among Enterprise Products Operating LLC, Citibank, N.A., as Administrative Agent, the Lenders party thereto, Wells Fargo Bank, National Association, DNB Bank ASA, New York Branch, JPMorgan Chase Bank, N.A., Mizuho Bank, Ltd., and The Bank of Tokyo-Mitsubishi UFJ, Ltd., as Co-Syndication Agents, and Royal Bank of Canada, The Bank of Nova Scotia, SunTrust Bank and UBS Securities LLC, as Co-Documentation Agents, and Citigroup Global Markets Inc., Wells Fargo Securities, LLC, DNB Markets, Inc., J.P. Morgan Securities LLC, Mizuho Bank, Ltd., The Bank of Tokyo-Mitsubishi UFJ, Ltd., RBC Capital Markets, The Bank of Nova Scotia, SunTrust Robinson Humphrey, Inc. and UBS Securities LLC, as Joint Lead Arrangers and Joint Book Runners.
10.2	Second Amendment dated as of September 16, 2015 to Revolving Credit Agreement dated as of September 7, 2011, as amended by First Amendment to Revolving Credit Agreement dated as of June 19, 2013, among Enterprise Products Operating LLC, Wells Fargo Bank, National Association, as Administrative Agent, the Lenders and Issuing Banks party thereto, Citibank, N.A., DNB Bank ASA, New York Branch, JPMorgan Chase Bank, N.A., Mizuho Bank, Ltd. and The Bank of Tokyo-Mitsubishi UFJ, Ltd., as Co-Syndication Agents, and Royal Bank of Canada, The Bank of Nova Scotia, SunTrust Bank and UBS Securities LLC, as Co-Documentation Agents, and Wells Fargo Securities, LLC, Citigroup Global Markets Inc., DNB Markets, Inc., J.P. Morgan Securities LLC, Mizuho Bank, Ltd., The Bank of Tokyo-Mitsubishi UFJ, Ltd., RBC Capital Markets, The Bank of Nova Scotia, SunTrust Robinson Humphrey, Inc., and UBS Securities LLC, as Joint Lead Arrangers and Joint Book Runners.
99.1	Press Release dated September 16, 2015.

FIRST AMENDMENT TO 364-DAY REVOLVING CREDIT AGREEMENT

THIS FIRST AMENDMENT TO 364-DAY REVOLVING CREDIT AGREEMENT (this "First Amendment") is made and entered into as of the 16<sup>th</sup> day of September, 2015 (the "First Amendment Effective Date"), among ENTERPRISE PRODUCTS OPERATING LLC, a Texas limited liability company ("Borrower"), CITIBANK, N.A., 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, the Lenders party hereto, WELLS FARGO BANK, NATIONAL ASSOCIATION, DNB BANK ASA, NEW YORK BRANCH, JPMORGAN CHASE BANK, N.A., MIZUHO BANK, LTD. and THE BANK OF TOKYO-MITSUBISHI UFJ, LTD., as Co-Syndication Agents, and ROYAL BANK OF CANADA, THE BANK OF NOVA SCOTIA, SUNTRUST BANK and UBS SECURITIES LLC, as Co-Documentation Agents, and CITIGROUP GLOBAL MARKETS INC., WELLS FARGO SECURITIES, LLC, DNB MARKETS, INC., J.P. MORGAN SECURITIES LLC, MIZUHO BANK, LTD., THE BANK OF TOKYO-MITSUBISHI UFJ, LTD., RBC CAPITAL MARKETS, THE BANK OF NOVA SCOTIA, SUNTRUST ROBINSON HUMPHREY, INC., and UBS SECURITIES LLC., as Joint Lead Arrangers and Joint Book Runners.

R E C I T A L S:

A. On September 30, 2014, the Borrower, the lenders party thereto and the Administrative Agent entered into a certain 364-Day Revolving Credit Agreement (the "Credit Agreement") whereby, upon the terms and conditions therein stated, the lenders party thereto 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.

1.3 Additional Terms. As used herein, "Exiting Lender" means any Person that is a Lender under the Credit Agreement immediately prior to the First Amendment Effective Date and not a signatory hereto as a Lender.

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 by this First Amendment and as the same may from time to time be further amended or supplemented.

(b) The table set forth in the definition of the term “Applicable Rate,” as defined in Section 1.01 of the Credit Agreement, is hereby amended in its entirety to read as follows:

<b>Index Debt Ratings: (Moody's/S&amp;P)</b>	<b>Eurodollar Spread</b>	<b>ABR Spread</b>	<b>Facility Fee Rate</b>
Category 1 ≥ A3/A-	0.925%	0.000%	0.075%
Category 2 Baa1/BBB+	1.025%	0.025%	0.100%
Category 3 Baa2/BBB	1.125%	0.125%	0.125%
Category 4 Baa3/BBB-	1.350%	0.350%	0.150%
Category 5 ≤ Ba1/BB+	1.450%	0.450%	0.175%

(c) The reference to “December 31, 2013” in the definition of “Material Adverse Change” as defined in Section 1.01 of the Credit Agreement is hereby amended to refer instead to “December 31, 2014”.

(d) The reference to “for any Interest Period” in the introductory clause of the definition of “LIBO Rate” as defined in Section 1.01 of the Credit Agreement is hereby amended to refer instead to “for any Interest Period, the greater of (i) zero percent (0%) and (ii)”.

(e) 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 date 364 days after the First Amendment Effective Date; provided, if the Borrower has elected the Term-Out option in accordance with Section 2.01(c), “Maturity Date” shall mean the date one year and 364 days after the First Amendment Effective Date (the “Term Loan Maturity Date”); provided, however, in either case, if such date is not a Business Day, then the Maturity Date shall be the Business Day immediately preceding such date.

(f) Multi-Year Facility. The reference to “as amended by First Amendment to Revolving Credit Agreement dated June 19, 2013” in the definition of “Multi-Year Credit Facility” as defined in Section 1.01 of the Credit Agreement is hereby amended to refer instead to “as amended by First Amendment to Revolving Credit Agreement dated June 19, 2013 and Second Amendment to Revolving Credit Agreement dated as of September 16, 2015”.

(g) 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:

“First Amendment” means that certain First Amendment to 364-Day Revolving Credit Agreement dated as of the First Amendment Effective Date among the Borrower, the Lenders and the Administrative Agent.

“First Amendment Effective Date” means September 16, 2015.

2.2 Accounting Terms; GAAP. The reference to “September 30, 2014” in the last sentence of Section 1.04 of the Credit Agreement is hereby amended to refer instead to “June 30, 2015”.

2.3 Commitment Schedule; Exiting Lenders. 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 the outstanding principal amount of 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 Loans (which may include Eurodollar Loans) and the repayment of Loans (which may include the prepayment or conversion of Eurodollar Loans) and the prepayment in full of Loans made by Exiting Lenders (if any), plus all applicable accrued interest, fees and expenses as shall be necessary to provide for Loans by each Lender in the amount of its new Applicable Percentage of all Loans 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 Loans and Commitments under the Credit Agreement, and assumed outstanding 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. As of the First Amendment Effective Date, each Exiting Lender shall cease to be a Lender under the Credit Agreement and shall be released from its obligations under the Credit Agreement.

2.4 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 EPD, as Guarantor, pursuant to a duly executed Acknowledgement and Ratification of Guarantor 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 Christopher S. Wade, in-house counsel for Borrower and EPD, and Locke Lord LLP, counsel for Borrower and EPD, 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 EPD, (2) the authorization of this First Amendment and any other legal matters relating to the Borrower, EPD, 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 EPD, the authorization of the Ratification and Acknowledgement of Guarantor attached hereto.

(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 2.4(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 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, 2014, and (ii) the unaudited financial statements for the Borrower and its Subsidiaries and EPD's Form 10-Q for the fiscal quarter ending June 30, 2015.

(i) All necessary governmental and third-party approvals, if any, required to be obtained by the Borrower in connection with this First Amendment and otherwise referred to herein shall have been obtained and remain in effect (except where failure to obtain such approvals will not have a Material Adverse Effect), and all applicable waiting periods shall have expired without any action being taken by any applicable authority.

(j) The Borrower shall have entered into an amendment to the Multi-Year Credit Facility, in form and substance reasonably satisfactory to the Administrative Agent, effective contemporaneous with the effectiveness hereof, providing for, among other things, that each Lender's "Applicable Percentage" (as defined therein) thereunder is equal to such Lender's Applicable Percentage under the Credit Agreement, as amended hereby, as of the effectiveness hereof, and the Administrative Agent shall have received a copy thereof.

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

2.5 Effectiveness. Subject to the satisfaction of the conditions precedent set forth in Section 2.4 hereof, this First Amendment shall be effective as of the First Amendment Effective Date. On and after the effectiveness of this First Amendment, this First Amendment shall for all purposes constitute a loan document.

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

(a) there exists no Default or Event of Default under the Credit Agreement, as hereby amended;

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

(c) the representations and warranties of the Borrower contained in the Credit Agreement, as hereby amended, 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, in each case, 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;

(d) the execution, delivery and performance of this First Amendment are within the Borrower's limited liability company powers and have been duly authorized by all necessary limited liability company and, if required, member action; and

(e) this First Amendment has been duly executed and delivered by the Borrower and constitutes a legal, valid and binding obligation of the Borrower, enforceable against the Borrower in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

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. The execution, delivery and effectiveness of this First Amendment shall not, except as expressly provided herein, operate as a waiver of any right, power or remedy of any Lender or the Administrative Agent under any of the loan documents, nor constitute a waiver of any provision of any of the loan documents.

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 the 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 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 DOCUMENTS EXECUTED IN CONNECTION HERewith OR THEREwith 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 LLC,  
a Texas limited liability company

By: Enterprise Products OLPGP, Inc.,  
its Manager

By: /s/ Christian M. Nelly  
Christian M. "Chris" Nelly  
Vice President and Treasurer

CITIBANK, N.A.,  
as Administrative Agent and a Lender

By:           /s/ Richard Rivera            
Name: Richard Rivera  
Title: Vice President

WELLS FARGO BANK, NATIONAL ASSOCIATION,  
as Co-Syndication Agent and a Lender

By:     /s/ Michael A. Tribolet    

Name: Michael A. Tribolet

Title: Managing Director

DNB BANK ASA, NEW YORK BRANCH,  
as Co-Syndication Agent

By:           /s/ Caroline Adams          

Name: Caroline Adams

Title: First Vice President

By:           /s/ Bjørn E. Hammerstad          

Name: Bjørn E. Hammerstad

Title: Senior Vice President

DNB CAPITAL LLC, as a Lender

By:           /s/ Caroline Adams          

Name: Caroline Adams

Title: First Vice President

By:           /s/ Bjørn E. Hammerstad          

Name: Bjørn E. Hammerstad

Title: Senior Vice President

JPMORGAN CHASE BANK, N.A.,  
as Co-Syndication Agent and a Lender

By: /s/ Darren Vanek

Name: Darren Vanek

Title: Authorized Signatory



MIZUHO BANK, LTD.,  
as Co-Syndication Agent and a Lender

By:           /s/ Leon Mo            
Name: Leon Mo  
Title: Authorized Signatory

THE BANK OF TOKYO-MITSUBISHI UFJ, LTD.,  
as Co-Syndication Agent and a Lender

By:       /s/ Todd Vaubel        
Name: Todd Vaubel  
Title: Vice President

ROYAL BANK OF CANADA,  
as Co-Documentation Agent and a Lender

By:     /s/ Jim Allred      
Name: Jim Allred  
Title: Authorized Signatory

SUNTRUST BANK,  
as Co-Documentation Agent and a Lender

By:       /s/ Carmen Malizia        
Name: Carmen Malizia  
Title: Director

THE BANK OF NOVA SCOTIA  
as Co-Documentation Agent and a Lender

By:           /s/ Mark Sparrow            
Name: Mark Sparrow  
Title: Director

UBS SECURITIES LLC,  
as Co-Documentation Agent

By:       /s/ Housseem Daly        
Name: Housseem Daly  
Title: Associate Director

By:       /s/ Darlene Arias        
Name: Darlene Arias  
Title: Director

UBS AG, STAMFORD BRANCH,  
as a Lender

By:       /s/ Darlene Arias        
Name: Darlene Arias  
Title: Director

By:       /s/ Housseem Daly        
Name: Housseem Daly  
Title: Associate Director

By:           /s/ Alia Qaddumi            
Name: Alia Qaddumi  
Title: Vice President

By:       /s/ Vanessa Kurbatskiy        
Name: Vanessa Kurbatskiy  
Title: Vice President



By:     /s/ Umar Hassan    

Name: Umar Hassan

Title: Senior Vice President

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,  
a Lender

By:           /s/ Doreen Barr          

Name: Doreen Barr

Title: Authorized Signatory

By:           /s/ Michael Moreno          

Name: Michael Moreno

Title: Authorized Signatory

DEUTSCHE BANK AG NEW YORK BRANCH,  
a Lender

By:           /s/ Virginia Cosenza            
Name: Virginia Cosenza  
Title: Vice President

By:           /s/ Ming K. Chu            
Name: Ming K. Chu  
Title: Vice President

By:     /s/ Diego Medina      
Name: Diego Medina  
Title: Director

SUMITOMO MITSUI BANKING CORP.,  
a Lender

By: /s/ David Kee

Name: David Kee

Title: Managing Director

By:       /s/ Rayan Karim        
Name: Rayan Karim  
Title: Authorized Signatory

U.S. BANK NATIONAL ASSOCIATION,  
a Lender

By:           /s/ Patrick Jeffrey            
Name: Patrick Jeffrey  
Title: Vice President

MORGAN STANLEY BANK, N.A.,  
a Lender

By: /s/ Michael King  
Name: Michael King  
Title: Authorized Signatory



By:           /s/ Alexander L. Rody            
Name: Alexander L. Rody  
Title: Senior Vice President

**SCHEDULE 2.01**  
**COMMITMENTS**

<u>Lender</u>	<u>Commitment</u>	<u>Applicable Percentage*</u>
Citibank, N.A.	\$ 77,727,272.73	5.1818181818%
Wells Fargo Bank, National Association	\$ 77,727,272.73	5.1818181818%
DNB Capital LLC	\$ 77,727,272.73	5.1818181818%
JPMorgan Chase Bank, N.A.	\$ 77,727,272.73	5.1818181818%
Mizuho Bank, Ltd.	\$ 77,727,272.73	5.1818181818%
The Bank of Tokyo-Mitsubishi UFJ, Ltd.	\$ 77,727,272.73	5.1818181818%
Royal Bank of Canada	\$ 77,727,272.73	5.1818181818%
SunTrust Bank	\$ 77,727,272.73	5.1818181818%
The Bank of Nova Scotia	\$ 77,727,272.73	5.1818181818%
UBS AG, Stamford Branch	\$ 77,727,272.73	5.1818181818%
Bank of America, N.A.	\$ 73,090,909.09	4.8727272727%
Barclays Bank PLC	\$ 73,090,909.09	4.8727272727%
Compass Bank	\$ 73,090,909.09	4.8727272727%
Credit Suisse AG, Cayman Islands Branch	\$ 73,090,909.09	4.8727272727%
Deutsche Bank AG New York Branch	\$ 73,090,909.09	4.8727272727%
Société Générale	\$ 73,090,909.09	4.8727272727%
Sumitomo Mitsui Banking Corp.	\$ 73,090,909.09	4.8727272727%
Toronto Dominion (Texas) LLC	\$ 73,090,909.09	4.8727272727%
U.S. Bank National Association	\$ 73,090,909.09	4.8727272727%
Morgan Stanley Bank, N.A.	\$ 54,681,818.18	3.6454545455%
Raymond James Bank, N.A.	\$ 10,227,272.71	0.6818181818%
TOTAL	\$1,500,000,000.00	100.0000000000%

\*Rounded to 10 decimal places

---

## ACKNOWLEDGMENT AND RATIFICATION OF GUARANTOR

The undersigned ("Guarantor") hereby expressly (i) acknowledges the terms of the foregoing First Amendment to 364-Day Revolving Credit Agreement; (ii) ratifies and affirms its obligations under its Guaranty Agreement dated as of September 30, 2014, 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.

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

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

By: Enterprise Products Holdings LLC,  
General Partner

By: /s/ Christian M. Nelly  
Christian M. "Chris" Nelly  
Vice President and Treasurer

---

SECOND AMENDMENT TO REVOLVING CREDIT AGREEMENT

THIS SECOND AMENDMENT TO REVOLVING CREDIT AGREEMENT (this “Second Amendment”) is made and entered into as of the 16<sup>th</sup> day of September, 2015 (the “Second Amendment Effective Date”), among ENTERPRISE PRODUCTS OPERATING LLC, a Texas limited liability company (“Borrower”), WELLS FARGO 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, the Lenders and Issuing Banks party hereto, CITIBANK, N.A., DNB BANK ASA, NEW YORK BRANCH, JPMORGAN CHASE BANK, N.A., MIZUHO BANK, LTD. and THE BANK OF TOKYO-MITSUBISHI UFJ, LTD., as Co-Syndication Agents, and ROYAL BANK OF CANADA, THE BANK OF NOVA SCOTIA, SUNTRUST BANK and UBS SECURITIES LLC, as Co-Documentation Agents, and WELLS FARGO SECURITIES, LLC, CITIGROUP GLOBAL MARKETS INC., DNB MARKETS, INC., J.P. MORGAN SECURITIES LLC, MIZUHO BANK, LTD., THE BANK OF TOKYO-MITSUBISHI UFJ, LTD., RBC CAPITAL MARKETS, THE BANK OF NOVA SCOTIA, SUNTRUST ROBINSON HUMPHREY, INC., and UBS SECURITIES LLC., as Joint Lead Arrangers and Joint Book Runners.

R E C I T A L S:

A. On September 7, 2011, the Borrower, Canadian Enterprise Gas Products, Ltd. (“CEGP”), the lenders party thereto and the Administrative Agent entered into a certain Revolving Credit Agreement (as amended by First Amendment to Revolving Credit Agreement dated June 19, 2013, the “Credit Agreement”) whereby, upon the terms and conditions therein stated, the lenders party to the Credit Agreement agreed to make certain Loans (as defined in the Credit Agreement) and extend certain credit to the Borrower and CEGP.

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 Second Amendment, the terms “Administrative Agent”, “Borrower”, “Credit Agreement”, “CEGP”, “Second Amendment” and “Second 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.

1.3 Additional Terms. As used herein, “Exiting Lender” means any Person that is a Lender under the Credit Agreement immediately prior to the Second Amendment Effective Date and not a signatory hereto as a Lender.

2. Amendments to Credit Agreement.

2.1 Facility Amount. The reference to “\$3,500,000,000” on the cover page of the Credit Agreement is hereby amended to refer instead to “\$4,000,000,000”.

2.2 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 by this Second Amendment and as the same may from time to time be further amended or supplemented.

(b) The table set forth in the definition of the term “Applicable Rate,” as defined in Section 1.01 of the Credit Agreement, is hereby amended in its entirety to read as follows:

<b>Index Debt Ratings: (Moody's/S&amp;P)</b>	<b>Eurodollar Spread</b>	<b>ABR Spread</b>	<b>Facility Fee Rate</b>
Category 1 ≥ A3/A-	0.900%	0.000%	0.100%
Category 2 Baa1/BBB+	1.000%	0.000%	0.125%
Category 3 Baa2/BBB	1.100%	0.100%	0.150%
Category 4 Baa3/BBB-	1.300%	0.300%	0.200%
Category 5 ≤ Ba1/BB+	1.350%	0.350%	0.275%

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

The aggregate amount of the Lenders' Commitments as of the Second Amendment Effective Date is \$4,000,000,000.

(d) The definition of “Excluded Taxes” as defined in Section 1.01 of the Credit Agreement is hereby amended by deleting the last sentence thereof and amending subclause (d) thereof in its entirety to read as follows:

(d) any U.S. federal withholding Taxes imposed by FATCA.

(e) The first sentence of the definition of “Issuing Bank” as defined in Section 1.01 of the Credit Agreement is hereby amended in its entirety to read as follows:

“Issuing Bank” means each of Wells Fargo Bank, National Association, Citibank, N.A., DNB Bank ASA, New York Branch, JPMorgan Chase Bank, N.A., Mizuho Bank, Ltd. and The Bank of Tokyo-Mitsubishi UFJ, Ltd., in its capacity as an issuer of Letters of Credit hereunder, and its successors in such capacity as provided in Section 2.06(i).

(f) The reference to “for any Interest Period” in the introductory clause of the definition of “LIBO Rate” as defined in Section 1.01 of the Credit Agreement is hereby amended to refer instead to “for any Interest Period, the greater of (i) zero percent (0%) and (ii)”.

(g) The reference to “December 31, 2010” in the definition of “Material Adverse Change” as defined in Section 1.01 of the Credit Agreement is hereby amended to refer instead to “December 31, 2014”.

(h) 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 Second Amendment Effective Date, as may be extended pursuant to Section 2.01(c).

(i) The definition of “364-Day Credit Facility” as defined in Section 1.01 of the Credit Agreement is hereby amended in its entirety to read as follows:

“364-Day Credit Facility” means the revolving credit facility of the Borrower under that certain 364-Day Revolving Credit Agreement dated as of September 30, 2014, among the Borrower, Citibank, N.A., as administrative agent, and the lenders party thereto, as amended by First Amendment to 364-Day Credit Agreement dated as of September 16, 2015, together with any and all other amendments and supplements thereto

(j) 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:

“Anti-Corruption Laws” means all laws, rules, and regulations of any jurisdiction applicable to the Borrower or its Subsidiaries from time to time concerning or relating to bribery or corruption.

“Designated Persons” means a person or entity: (i) listed in the annex to, or otherwise the subject of the provisions of, any executive order administered by OFAC or the U.S. Department of State or (ii) named as a “Specially Designated National and Blocked Person” or a “Foreign Sanctions Evaders” on the most current list published by OFAC at its official website or any replacement website or other replacement official publication of such list; or is otherwise the subject of any Sanctions Laws and Regulations.

“OFAC” means The Office of Foreign Assets Control of the U.S. Department of the Treasury.

“Sanctions Laws and Regulations” means economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by (a) the U.S. government, including those administered by OFAC or the U.S. Department of State, or (b) the United Nations Security Council, the European Union or Her Majesty’s Treasury of the United Kingdom.

“Second Amendment” means that certain Second Amendment to Revolving Credit Agreement dated as of the Second Amendment Effective Date among the Borrower, the Lenders and the Administrative Agent.

“Second Amendment Effective Date” means September 16, 2015.

2.3 Accounting Terms; GAAP. The reference to “June 30, 2011” in the last sentence of Section 1.04 of the Credit Agreement is hereby amended to refer instead to “June 30, 2015”.

2.4 Commitments. The reference to “\$4,000,000,000” in clause (ii) of Section 2.01(b) of the Credit Agreement is hereby amended to refer instead to “\$4,500,000,000”.

2.5 Extension of Maturity Date. Any request for an extension of the Maturity Date made prior to the date of the Second Amendment Effective Date shall be disregarded for purposes of Section 2.01(c) of the Credit Agreement. For the avoidance of doubt, Borrower may make up to two (2) requests for a one-year extension of the Maturity Date pursuant to such Section 2.01(c) after the Second Amendment Effective Date.

2.6 LC Exposure Sublimit. The reference to “\$500,000,000” in clause (i) of the third sentence of Section 2.06(b) of the Credit Agreement is hereby amended to refer instead to “\$250,000,000”.

2.7 Anti-Corruption Laws, Sanctions Laws and Regulations. Article III of the Credit Agreement is hereby amended by adding a new Section 3.13 at the end thereof, to read as follows:

SECTION 3.13. Anti-Corruption Laws; Sanctions Laws and Regulations. The Borrower and its Subsidiaries have instituted and maintain policies and procedures designed to ensure, and which are reasonably expected to continue to ensure, continued compliance with Anti-Corruption Laws and applicable Sanctions Laws and Regulations. The Borrower and its Subsidiaries and, to the knowledge of the Borrower and its Subsidiaries, their respective officers, employees, directors and agents, are in compliance with Anti-Corruption Laws and applicable Sanctions Laws and Regulations in all respects (for the avoidance of doubt, this representation shall not fail to be true and correct due to any failure or failures to comply with Anti-Corruption Laws (i) that are isolated and do not evidence a pervasive or systemic pattern of violations of such laws and regulations or a significant deficiency in the implementation of the aforesaid policies and procedures to ensure compliance by the Borrower and its Subsidiaries with Anti-Corruption Laws or (ii) that arise from actions or incidents that have been publicly disclosed by the Borrower or disclosed in writing to the Administrative Agent (with a copy to Lenders), in each case, at least twenty (20) days prior to the Effective Date). Neither the Borrower nor any of its Subsidiaries, or to their knowledge any of their directors or officers, or any of their respective agents acting or benefiting in any capacity in connection with this Agreement, is a Designated Person or is knowingly engaged in any activity that could reasonably be expected to result in such Person becoming a Designated Person. No Loan, use of proceeds or other transaction contemplated by this Agreement will result in a violation of Anti-Corruption Laws or applicable Sanctions Laws and Regulations by the Borrower or any of its Subsidiaries.

2.8 Compliance with Laws. Section 5.06 of the Credit Agreement is hereby amended by adding a new sentence at the end thereof, to read as follows:

The Borrower and its Subsidiaries will maintain in effect and enforce policies and procedures designed to ensure, and which are reasonably expected to continue to ensure, continued compliance with Anti-Corruption Laws and applicable Sanctions Laws and Regulations.

2.9 Use of Proceeds. Section 5.07 of the Credit Agreement is hereby amended by adding a new sentence at the end thereof, to read as follows:

The Borrower and its Subsidiaries shall not, and, to their knowledge, their respective officers, employees, directors and agents (in their capacity as officers, employees, directors or agents, respectively, of the Borrower or any of its Subsidiaries), shall not, use the proceeds of any Loan (i) to fund any activities or business of or with any Designated Person, or in any country or territory, that at the time of such funding is the subject of any sanctions under any Sanctions Laws and Regulations (on the Second Amendment Effective Date, Crimea, Cuba, Iran, North Korea, Sudan, Syria and Ukraine-related), (ii) in any other manner that would result in a material violation of any Sanctions Laws and Regulations by the Borrower or its Subsidiaries or (iii) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of any Anti-Corruption Laws.

2.10 Notices to Issuing Banks. Section 9.01(e) of the Credit Agreement is hereby amended in its entirety to read as follows:

(e) if to an Issuing Bank, to it at its address (or telecopy number) of record with the Administrative Agent, which Administrative Agent shall provide to the Borrower or any Lender upon request from time to time;

2.11 Commitment Schedule; Exiting Lenders. 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 Second Amendment Effective Date or any accrued facility fees under the Credit Agreement prior to the Second 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) and the prepayment in full of all Revolving Loans made by Exiting Lenders (if any), 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 Revolving Loans as of the Second Amendment Effective Date, and (ii) participations in outstanding Letters of Credit as of the Second Amendment Effective Date to provide for each Lender's participation in each outstanding Letter of Credit as of the Second 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 Second 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. As of the Second Amendment Effective Date, each Exiting Lender shall cease to be a Lender under the Credit Agreement and shall be released from its obligations under the Credit Agreement.

2.12 Maximum Issuing Bank LC Exposure. Schedule 2.06(b) to the Credit Agreement is hereby amended in its entirety to read as set forth on Schedule 2.06(b) attached hereto.



2.13 Exhibits. The Issuing Bank signature block on the form of consent for execution by the Issuing Bank on Exhibit A to the Credit Agreement is hereby amended to add signature blocks for each Issuing Bank.

2.14 CEGP. With respect to CEGP and provisions in the Credit Agreement and the EPD Guaranty Agreement referencing CEGP and Canadian law:

(a) The CEGP Sublimit set forth in the Credit Agreement is hereby set at \$0.00;

(b) Administrative Agent and each Lender hereby releases (i) CEGP from its obligations under the Credit Agreement and (ii) Borrower (but not EPD) from its obligations under the EPD Guaranty Agreement;

(c) CEGP shall no longer be a party to the Credit Agreement, CEGP shall have no further right to request Loans under the Credit Agreement, and no Lender shall have any obligation to make any Loan to CEGP;

(d) all Notes previously executed by CEGP pursuant to the Credit Agreement are hereby canceled;

(e) all provisions in the Credit Agreement or the EPD Guaranty Agreement that specifically refer to laws that are applicable in Canada or to Canadian entities are hereby deleted and of no further force or effect; and

(f) all references to "CEGP" contained in the Credit Agreement or the EPD Guaranty Agreement are hereby deleted and of no further force or effect to the extent applicable to CEGP or any obligation of CEGP. For the avoidance of doubt, any reference to any "Subsidiary" or "Subsidiaries" of EPD or Borrower contained in the Credit Agreement or the EPD Guaranty Agreement shall continue to refer to CEGP so long as CEGP shall be a Subsidiary thereof.

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

(a) The Administrative Agent shall have received a copy of this Second Amendment, duly completed and executed by the Borrower and each Lender; and acknowledged and ratified by EPD, as Guarantor, pursuant to a duly executed Acknowledgement and Ratification of Guarantor 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 Second Amendment Effective Date) of Christopher S. Wade, in-house counsel for Borrower and EPD, and Locke Lord LLP, counsel for Borrower and EPD, 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 EPD, (2) the authorization of this Second Amendment and any other legal matters relating to the Borrower, EPD, this Second Amendment or the Credit Agreement, all in form and substance reasonably satisfactory to the Administrative Agent and its

counsel, and (3) with respect to EPD, the authorization of the Ratification and Acknowledgement of Guarantor attached hereto.

(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 Second 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 2.15(g) hereof.

(f) The Administrative Agent shall have received all fees and other amounts due and payable on or prior to the Second Amendment Effective Date, including, to the extent invoiced 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 Second 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, 2014, and (ii) the unaudited financial statements for the Borrower and its Subsidiaries and EPD's Form 10-Q for the fiscal quarter ending June 30, 2015.

(i) All necessary governmental and third-party approvals, if any, required to be obtained by the Borrower in connection with this Second Amendment and otherwise referred to herein shall have been obtained and remain in effect (except where failure to obtain such approvals will not have a Material Adverse Effect), and all applicable waiting periods shall have expired without any action being taken by any applicable authority.

(j) The Borrower shall have entered into an amendment to the 364-Day Credit Facility, in form and substance reasonably satisfactory to the Administrative Agent, effective contemporaneous with the effectiveness hereof, providing for, among other things, that each Lender's "Applicable Percentage" (as defined therein) thereunder is equal to such Lender's Applicable Percentage under the Credit Agreement, as amended hereby, as of the effectiveness hereof, and the Administrative Agent shall have received a copy thereof.

(k) As of the Second Amendment Effective Date, the CEGP Exposure shall be zero.

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

2.16 Effectiveness. Subject to the satisfaction of the conditions precedent set forth in Section 2.15 hereof, this Second Amendment shall be effective as of the Second Amendment Effective Date. On and after the effectiveness of this Second Amendment, this Second Amendment shall for all purposes constitute a loan document.

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

(a) there exists no Default or Event of Default under the Credit Agreement, as hereby amended;

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

(c) the representations and warranties of the Borrower contained in the Credit Agreement, as hereby amended, 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 Second Amendment, except, in each case, 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;

(d) the execution, delivery and performance of this Second Amendment are within the Borrower's limited liability company powers and have been duly authorized by all necessary limited liability company and, if required, member action; and

(e) this Second Amendment has been duly executed and delivered by the Borrower and constitutes a legal, valid and binding obligation of the Borrower, enforceable against the Borrower in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

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. The execution, delivery and effectiveness of this Second Amendment shall not, except as expressly provided herein, operate as a waiver of any right, power or remedy of any Lender or the Administrative Agent under any of the loan documents, nor constitute a waiver of any provision of any of the loan documents.

5. Counterparts. This Second 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 the same instrument.

6. References. On and after the Second 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 by this Second Amendment.

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

**THIS SECOND AMENDMENT, THE CREDIT AGREEMENT, AS AMENDED HEREBY, THE NOTES AND THE OTHER DOCUMENTS EXECUTED IN CONNECTION HERewith OR THEREWITH 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 Second 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 LLC,  
a Texas limited liability company

By: Enterprise Products OLPGP, Inc.,  
its Manager

By: /s/ Christian M Nelly  
Christian M. "Chris" Nelly  
Vice President and Treasurer

WELLS FARGO BANK, NATIONAL ASSOCIATION,  
as Administrative Agent, an Issuing Bank,  
Swingline Lender and a Lender

By:           /s/ Michael A. Tribolet            
Name: Michael A. Tribolet  
Title: Managing Director

CITIBANK, N.A.,  
as Co-Syndication Agent, an Issuing Bank  
and a Lender

By:           /s/ Richard Rivera            
Name: Richard Rivera  
Title: Vice President

DNB BANK ASA, NEW YORK BRANCH,  
as Co-Syndication Agent and an Issuing Bank

By:           /s/ Caroline Adams            
Name: Caroline Adams  
Title: First Vice President

By:           /s/ Bjørn E. Hammerstad            
Name: Bjørn E. Hammerstad  
Title: Senior Vice President

DNB CAPITAL LLC, as a Lender

By:           /s/ Caroline Adams            
Name: Caroline Adams  
Title: First Vice President

By:           /s/ Bjørn E. Hammerstad            
Name: Bjørn E. Hammerstad  
Title: Senior Vice President



JPMORGAN CHASE BANK, N.A.,  
as Co-Syndication Agent, an Issuing Bank  
and a Lender

By:           /s/ Darren Vanek            
Name: Darren Vanek  
Title: Authorized Signatory



THE BANK OF TOKYO-MITSUBISHI UFJ, LTD.,  
as Co-Syndication Agent, an Issuing Bank  
and a Lender

By:           /s/ Todd Vaubel            
Name: Todd Vaubel  
Title: Vice President

ROYAL BANK OF CANADA,  
as Co-Documentation Agent and a Lender

By:           /s/ Jim Allred            
Name: Jim Allred  
Title: Authorized Signatory

SUNTRUST BANK,  
as Co-Documentation Agent and a Lender

By:           /s/ Carmen Malizia            
Name: Carmen Malizia  
Title: Director

THE BANK OF NOVA SCOTIA,  
as Co-Documentation Agent and a Lender

By:           /s/ Mark Sparrow            
Name: Mark Sparrow  
Title: Director

UBS SECURITIES LLC,  
as Co-Documentation Agent

By:           /s/ Housseem Daly            
Name: Housseem Daly  
Title: Associate Director

By:           /s/ Darlene Arias            
Name: Darlene Arias  
Title: Director

UBS AG, STAMFORD BRANCH,  
as a Lender

By:           /s/ Darlene Arias            
Name: Darlene Arias  
Title: Director

By:           /s/ Housseem Daly            
Name: Housseem Daly  
Title: Associate Director

By:           /s/ Alia Qaddumi            
Name: Alia Qaddumi  
Title: Vice President



By:           /s/ Vanessa Kurbatskiy            
Name: Vanessa Kurbatskiy  
Title: Vice President

By:     /s/ Umar Hassan    

Name: Umar Hassan

Title: Senior Vice President



DEUTSCHE BANK AG NEW YORK BRANCH,  
a Lender

By:           /s/ Virginia Cosenza            
Name: Virginia Cosenza  
Title: Vice President

By:           /s/ Ming K. Chu            
Name: Ming K. Chu  
Title: Vice President

By:           /s/ Diego Medina            
Name: Diego Medina  
Title: Director

SUMITOMO MITSUI BANKING CORP.,  
a Lender

By:           /s/ David Kee            
Name: David Kee  
Title: Managing Director

By:       /s/ Rayan Karim      

Name: Rayan Karim

Title: Authorized Signatory

U.S. BANK NATIONAL ASSOCIATION,  
a Lender

By:           /s/ Patrick Jeffrey          

Name: Patrick Jeffrey

Title: Vice President



MORGAN STANLEY BANK, N.A.,  
a Lender

By:           /s/ Michael King            
Name: Michael King  
Title: Authorized Signatory

By:     /s/ Alexander L. Rody    

Name: Alexander L. Rody

Title: Senior Vice President

**SCHEDULE 2.01**  
**COMMITMENTS**

<u>Lender</u>	<u>Commitment</u>	<u>Applicable Percentage*</u>
Wells Fargo Bank, National Association	\$ 207,272,727.27	5.1818181818%
Citibank, N.A.	\$ 207,272,727.27	5.1818181818%
DNB Capital LLC	\$ 207,272,727.27	5.1818181818%
JPMorgan Chase Bank, N.A.	\$ 207,272,727.27	5.1818181818%
Mizuho Bank, Ltd.	\$ 207,272,727.27	5.1818181818%
The Bank of Tokyo-Mitsubishi UFJ, Ltd.	\$ 207,272,727.27	5.1818181818%
Royal Bank of Canada	\$ 207,272,727.27	5.1818181818%
SunTrust Bank	\$ 207,272,727.27	5.1818181818%
The Bank of Nova Scotia	\$ 207,272,727.27	5.1818181818%
UBS AG, Stamford Branch	\$ 207,272,727.27	5.1818181818%
Bank of America, N.A.	\$ 194,909,090.91	4.8727272727%
Barclays Bank PLC	\$ 194,909,090.91	4.8727272727%
Compass Bank	\$ 194,909,090.91	4.8727272727%
Credit Suisse AG, Cayman Islands Branch	\$ 194,909,090.91	4.8727272727%
Deutsche Bank AG New York Branch	\$ 194,909,090.91	4.8727272727%
Société Générale	\$ 194,909,090.91	4.8727272727%
Sumitomo Mitsui Banking Corp.	\$ 194,909,090.91	4.8727272727%
Toronto Dominion (Texas) LLC	\$ 194,909,090.91	4.8727272727%
U.S. Bank National Association	\$ 194,909,090.91	4.8727272727%
Morgan Stanley Bank, N.A.	\$ 145,818,181.82	3.6454545455%
Raymond James Bank, N.A.	\$ 27,272,727.29	0.6818181818%
TOTAL	\$4,000,000,000.00	100.0000000000%

\*Rounded to 10 decimal places

**SCHEDULE 2.06(b)**  
**ISSUING BANK MAXIMUM LC FACE AMOUNT**

<u>Issuing Bank</u>	<u>Maximum LC Face Amount</u>
Wells Fargo Bank, National Association	\$41,666,666.67
Citibank, N.A.	\$41,666,666.67
DNB Bank ASA. New York Branch	\$41,666,666.67
JPMorgan Chase Bank, N.A.	\$41,666,666.67
Mizuho Bank, Ltd.	\$41,666,666.66
The Bank of Tokyo-Mitsubishi UFJ, Ltd.	\$41,666,666.66

---

## ACKNOWLEDGMENT AND RATIFICATION OF GUARANTOR

The undersigned ("Guarantor") hereby expressly acknowledges the terms of the foregoing Second Amendment to Revolving Credit Agreement and, subject to Section 2.14 of the foregoing Second Amendment to Revolving Credit Agreement with respect to CEGP or any of its Obligations, hereby expressly (i) ratifies and affirms its obligations under its Guaranty Agreement dated as of September 7, 2011, in favor of the Administrative Agent; (ii) 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 (iii) 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.

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

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

By: Enterprise Products Holdings LLC,  
General Partner

By: /s/ Christian M. Nelly  
Christian M. "Chris" Nelly  
Vice President and Treasurer

---



## ENTERPRISE INCREASES CAPACITY OF BANK CREDIT FACILITIES BY \$500 MILLION TO \$5.5 BILLION

**Houston, Texas (September 16, 2015)** – Enterprise Products Partners L.P. (NYSE:EPD) (“Enterprise”) announced today that its operating subsidiary, Enterprise Products Operating LLC (“EPO”), increased its bank credit facilities by \$500 million to provide the company with up to \$5.5 billion of aggregate borrowing capacity. The facilities consist of an amended \$4.0 billion multi-year revolving credit agreement that matures in September 2020 and a new \$1.5 billion 364-day revolving credit agreement, both of which are unconditionally guaranteed by Enterprise on an unsecured and unsubordinated basis. As of today, aggregate available borrowing capacity under the increased bank credit facilities is approximately \$4.7 billion.

“Enterprise currently has approximately \$8 billion of organic growth projects under construction that should be completed and begin generating new sources of cash flow between now and 2017. This \$500 million expansion of our bank credit facilities provides the partnership additional financial flexibility during this period. We thank our bank group for their continued support,” said Michael A. Creel, chief executive officer of Enterprise’s general partner.

Enterprise Products Partners L.P. is one of the largest publicly traded partnerships and a leading North American provider of midstream energy services to producers and consumers of natural gas, NGLs, crude oil, refined products and petrochemicals. Our services include: natural gas gathering, treating, processing, transportation and storage; NGL transportation, fractionation, storage and import and export terminals; crude oil gathering, transportation, storage and terminals; petrochemical and refined products transportation, storage and terminals; petrochemical transportation and services; and a marine transportation business that operates primarily on the United States inland and Intracoastal Waterway systems and in the Gulf of Mexico. The partnership’s assets include approximately 49,000 miles of pipelines; 225 million barrels of storage capacity

for NGLs, petrochemicals, refined products and crude oil; and 14 billion cubic feet of natural gas storage capacity.

*This press release includes “forward-looking statements” as defined by the Securities and Exchange Commission. All statements, other than statements of historical fact, included herein that address activities, events, developments or transactions that Enterprise and its general partner expect, believe or anticipate will or may occur in the future are forward-looking statements. These forward-looking statements are subject to risks and uncertainties that may cause actual results to differ materially from expectations, including required approvals by regulatory agencies, the possibility that the anticipated benefits from such activities, events, developments or transactions cannot be fully realized, the possibility that costs or difficulties related thereto will be greater than expected, the impact of competition, and other risk factors included in Enterprise’s reports filed with the Securities and Exchange Commission. Readers are cautioned not to place undue reliance on these forward-looking statements, which speak only as of their dates. Except as required by law, Enterprise does not intend to update or revise its forward-looking statements, whether as a result of new information, future events or otherwise.*

*Contacts: Randy Burkhalter, Investor Relations (713) 381-6812 or (866) 230-0745*

*Rick Rainey, Media Relations (713) 381-3635*

*###*