
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): **August 21, 2014**

ENTERPRISE PRODUCTS PARTNERS L.P.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

1-14323
(Commission File Number)

76-0568219
(IRS Employer
Identification No.)

1100 Louisiana Street, 10th Floor, Houston, Texas
(Address of principal executive offices)

77002
(Zip Code)

Registrant's telephone number, including area code: **(713) 381-6500**

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))
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Item 5.03 Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.

Amendment to Sixth Amended and Restated Partnership Agreement. On August 21, 2014, Enterprise Products Holdings LLC (the "General Partner"), the general partner of Enterprise Products Partners L.P. (the "Partnership"), executed Amendment No. 2, (the "Amendment") to the Partnership's Sixth Amended and Restated Agreement of Limited Partnership dated November 22, 2010, as previously amended by Amendment No. 1 thereto dated as of August 11, 2011 (the "Partnership Agreement"). The Amendment amends the definitions of "Available Cash" and "Minimum Quarterly Distribution" set forth in the Partnership Agreement in connection with the Partnership's previously announced two-for-one split of its common units representing limited partner interests ("Common Units"), effected on August 21, 2014 by the pro rata distribution of one additional Common Unit for each Common Unit outstanding.

In accordance with Section 13.1(d) of the Partnership Agreement, the General Partner has determined that the Amendment does not require approval of any limited partner.

The foregoing description of the Amendment is qualified in its entirety by reference to the full text of the Amendment, which is filed as Exhibit 3.1 hereto and incorporated by reference herein.

Item 8.01 Other Events.

Compensation of Non-Management Directors

On August 25, 2014, the Board of Directors (the "Board") of the General Partner adopted and approved a new compensation package for non-management members of the Board for the period beginning on January 1, 2015 and until revised by similar Board action.

Effective as of January 1, 2015, the compensation payable to each of the current non-management directors and any non-management director who may be elected or appointed a director (an "Independent Director"), as approved by the Board, consists of:

- (i) an annual retainer in cash of \$85,000; and
- (ii) an annual grant of Common Units having a fair market value, based on the closing price of a Common Unit of the Partnership on the New York Stock Exchange (or, in the event that such Common Units are no longer listed for trading on the New York Stock Exchange, then such other national securities trading market on which such Common Units shall be listed for trading) on the trading day immediately preceding the date of grant, of \$85,000.

In addition to the foregoing, (i) the compensation payable to an Independent Director who is also the Chairman of the Audit and Conflicts Committee of the Board shall also include an annual retainer in cash of \$20,000 and (ii) the compensation payable to an Independent Director who is also the Chairman of the Governance Committee of the Board shall also include an annual retainer in cash of \$15,000.

The cash portion of the compensation described above (i) will be payable quarterly and (ii) will be prorated for the number of days in a calendar quarter that an individual serves as an Independent Director and/or as a Chairman of the Audit and Conflicts Committee and/or the Governance Committee.

Item 9.01 Financial Statements and Other Exhibits

(c) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
3.1	Amendment No. 2 to the Sixth Amended and Restated Agreement of Limited Partnership of Enterprise Products Partners L.P., dated as of August 21, 2014.

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

Date: August 25, 2014

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

EXHIBIT INDEX

Exhibit No.

Description

3.1

Amendment No. 2 to the Sixth Amended and Restated Agreement of Limited Partnership of Enterprise Products Partners L.P., dated as of August 21, 2014.

**AMENDMENT NO. 2 TO SIXTH AMENDED AND RESTATED
AGREEMENT OF LIMITED PARTNERSHIP OF
ENTERPRISE PRODUCTS PARTNERS L.P.**

This Amendment No. 2 dated effective as of August 21, 2014 (this "Amendment") to the Sixth Amended and Restated Agreement of Limited Partnership of Enterprise Products Partners L.P., a Delaware limited partnership (the "Partnership"), is hereby adopted by Enterprise Products Holdings LLC (formerly named EPE Holdings, LLC), a Delaware limited liability company (the "General Partner"), as general partner of the Partnership. Capitalized terms used but not defined herein are used as defined in the Partnership Agreement (as defined below).

RECITALS

WHEREAS, the General Partner and the Limited Partners of the Partnership entered into that certain Sixth Amended and Restated Agreement of Limited Partnership of the Partnership dated as of November 22, 2010, as amended by Amendment No. 1 thereto dated as of August 11, 2011 (the "Partnership Agreement"); and

WHEREAS, Section 13.1(d) of the Partnership Agreement provides that the General Partner, without the approval of any Partner or Assignee, may amend any provision of the Partnership Agreement to reflect a change that, in the discretion of the General Partner, does not adversely affect the Limited Partners in any material respect; and

WHEREAS, Section 5.10(a) of the Partnership Agreement provides that the Partnership may make a Pro Rata distribution of Partnership Securities to all Record Holders or may effect a subdivision or combination of Partnership Securities; and

WHEREAS, the General Partner, on behalf of the Partnership, has previously authorized a two-for-one split of its Common Units, to be effected by the Pro Rata distribution of one additional Common Unit for each Common Unit outstanding (the "Unit Split"); and

WHEREAS, in accordance with Section 5.10(b) of the Partnership Agreement, the General Partner has set August 14, 2014 as the Record Date for the Unit Split and has provided notice to the Partnership's Record Holders that the distribution of additional Common Units in connection with the Unit Split will occur on August 21, 2014; and

WHEREAS, the Board, for and on behalf of the General Partner, deems it in the best interests of the Partnership to adopt this Amendment in order to, among other things, make such changes as are necessary and appropriate in connection with the Unit Split.

NOW, THEREFORE, pursuant to Section 13.1(d) of the Partnership Agreement, the Partnership Agreement is hereby amended as follows:

Section 1. AMENDMENTS.

(a) **Attachment I** - Attachment I is hereby amended to amend and restate the following definitions, to read in their entirety as follows:

"*Available Cash*" means, with respect to any Quarter ending prior to the Liquidation Date,

- (a) the sum of (i) all cash and cash equivalents of the Partnership Group on hand at the end of such Quarter, and (ii) all additional cash and cash equivalents of the Partnership Group on hand on the date of determination of Available Cash with respect to such Quarter resulting from (A) borrowings under the Working Capital Facility made subsequent to the end of such Quarter or (B) Interim Capital Transactions after the end of such Quarter designated by the General Partner as Operating Surplus in accordance with clause (a)(iii)(A) of the definition of Operating Surplus, less

(b) the amount of any cash reserves that is necessary or appropriate in the reasonable discretion of the General Partner to (i) provide for the proper conduct of the business of the Partnership Group (including reserves for future capital expenditures and for anticipated future credit needs of the Partnership Group) subsequent to such Quarter, or (ii) comply with applicable law or any loan agreement, security agreement, mortgage, debt instrument or other agreement or obligation to which any Group Member is a party or by which it is bound or its assets are subject; provided, however, that disbursements made by a Group Member or cash reserves established, increased or reduced after the end of such Quarter, but on or before the date of determination of Available Cash with respect to such Quarter, shall be deemed to have been made, established, increased or reduced, for purposes of determining Available Cash, within such Quarter if the General Partner so determines.

Notwithstanding the foregoing, "Available Cash" with respect to the Quarter in which the Liquidation Date occurs and any subsequent Quarter shall equal zero.

"*Minimum Quarterly Distribution*" means \$0.1125 per Unit per Quarter.

Section 2. **RATIFICATION OF PARTNERSHIP AGREEMENT.** Except as expressly modified and amended herein, all of the terms and conditions of the Partnership Agreement shall remain in full force and effect.

Section 3. **GOVERNING LAW.** This Amendment shall be construed in accordance with and governed by the laws of the State of Delaware, without regard to principles of conflicts of laws.

Section 4. **COUNTERPARTS.** This Amendment may be executed in counterparts, all of which together shall constitute an agreement binding on all the parties hereto, notwithstanding that all such parties are not signatories to the original or the same counterpart.

Section 5. **INVALIDITY OF PROVISIONS.** If any provision of this Amendment is or becomes invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not be effected thereby.

(Signature Page Follows)

IN WITNESS WHEREOF, the General Partner has executed this Amendment as of the date first written above.

GENERAL PARTNER:

**ENTERPRISE PRODUCTS HOLDINGS LLC
(formerly named EPE Holdings, LLC)**

By: /s/ Michael A. Creel
Name: Michael A. Creel
Title: Chief Executive Officer