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 26, 2009

ENTERPRISE PRODUCTS PARTNERS L.P.

(Exact name of registrant as specified in its charter)

Delaware	**1-14323**	**76-0568219**
(State or Other Jurisdiction of Incorporation or Organization)	(Commission File Number)	(I.R.S. Employer Identification No.)

1100 Louisiana, 10th Floor, Houston, Texas	**77002**
(Address of Principal Executive Offices)	(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. below):

o Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

o Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

o Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

o Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

TABLE OF CONTENTS

Item 1.01. Entry into a Material Definitive Agreement.

Amendment No. 4 to Fifth Amended and Restated Agreement of Limited Partnership of Enterprise

On October 26, 2009, Enterprise Products Partners L.P. ("Enterprise") entered into Amendment No. 4 (the "Fourth Amendment") to the Fifth Amended and Restated Agreement of Limited Partnership of Enterprise dated as of November 6, 2008. The Fourth Amendment authorizes a series of Class B units of Enterprise issued in connection with the MLP Merger (as defined below). The Class B units will not be entitled to regular quarterly cash distributions for the first sixteen quarters following the closing of the MLP Merger. The Class B units will convert automatically into the same number of Enterprise common units on the date immediately following the payment date of the sixteenth quarterly distribution following October 26, 2009 (the closing of the merger) and holders of such converted units will thereafter be entitled to receive distributions of available cash.

Prior to the payment date of the sixteenth quarterly distribution following October 26, 2009, the Class B units will be entitled to vote with the Enterprise common unitholders as a single class on all matters that Enterprise common unitholders are entitled to vote on. Holders of the Class B units will be entitled to vote as a separate class on any matter that adversely affects the rights or preference of such class in relation to other classes of partnership interests. The approval of a majority of the Class B units will be required to approve any matter for which the Class B unitholders are entitled to vote as a separate class.

A copy of the Fourth Amendment is filed as Exhibit 3.1 to this Form 8-K and is incorporated herein by reference.

Enterprise Senior Supplemental Indenture

In connection with Enterprise's acquisition of TEPPCO Partners, L.P. ("TEPPCO"), on October 27, 2009, Enterprise Products Operating LLC (successor to Enterprise Products Operating L.P.) as issuer ("EPO" or the "Issuer") consummated the settlement of its exchange offers (the "Exchange Offers") by issuing five new series of Enterprise senior notes (the "Enterprise Senior Notes") under an Indenture dated as of October 4, 2004, as amended by the Tenth Supplemental Indenture dated as of June 30, 2007 providing for EPO as successor issuer (the "Enterprise Original Indenture"), as supplemented by the Seventeenth Supplemental Indenture dated as of October 27, 2009 (the "Enterprise Senior Supplemental Indenture" and, together with the Enterprise Original Indenture, the "Enterprise Senior Indenture") among EPO, as issuer, Enterprise, as parent guarantor and Wells Fargo Bank, National Association, as trustee. The terms of the Enterprise Senior Notes include those expressly set forth in the Enterprise Senior Indenture and those made part of the Enterprise Senior Indenture by reference to the Trust Indenture Act of 1939, as amended (the "Trust Indenture Act").

As of the expiration deadline for the Exchange Offers of 9:00 a.m.. New York City time, on October 26, 2009, $490,467,000 in aggregate principal amount of 7.625% Senior Notes due 2012 issued by TEPPCO, $182,560,000 in aggregate principal amount of 6.125% Senior Notes due 2013 issued by TEPPCO, $237,600,000 in aggregate principal amount of 5.90% Senior Notes due 2013 issued by TEPPCO, $349,690,000 in aggregate principal amount of 6.65% Senior Notes due 2018 issued by TEPPCO and $399,575,000 in aggregate principal amount of 7.55% Senior Notes due 2038 issued by TEPPCO, representing in total approximately 97.64% of the outstanding senior notes of TEPPCO, had been validly tendered (and not withdrawn) in the Exchange Offers. In connection with the consummation of the Exchange Offers, EPO accepted such tendered notes and issued $490,467,000 of 7.625% Senior Notes due 2012 (the "7.625% Enterprise senior notes"), $182,560,000 of 6.125% Senior Notes due 2013 (the "6.125% Enterprise senior notes"), $237,600,000 of 5.90% Senior Notes due 2013 (the "5.90% Enterprise senior notes"), $349,690,000 of 6.65% Senior Notes due 2018 (the "6.65% Enterprise senior notes") and $399,575,000 in of 7.55% Senior Notes due 2038 (the 7.55% Enterprise senior notes"), in aggregate principal amount of each series of Enterprise Senior Notes.

General

Under the Enterprise Senior Indenture, the Enterprise Senior Notes:

- are general unsecured, senior obligations;

- constitute five new series of debt securities issued under the Enterprise Senior Indenture;
- are issued in denominations of $1,000 and integral multiples of $1,000;
- initially were issued only in book-entry form represented by one or more notes in global form registered in the name of Cede & Co., as nominee of The Depository Trust Company (“DTC”), or such other name as may be requested by an authorized representative of DTC, and deposited with the Trustee as custodian for DTC; and
- are fully and unconditionally guaranteed on an unsecured, unsubordinated basis by Enterprise, and in certain circumstances may be guaranteed in the future on the same basis by one or more subsidiary guarantors.

Maturity

- The 7.625% Enterprise senior notes will mature on February 15, 2012.
- The 6.125% Enterprise senior notes will mature on February 1, 2013.
- The 5.90% Enterprise senior notes will mature on April 15, 2013.
- The 6.65% Enterprise senior notes will mature on April 15, 2018.
- The 7.55% Enterprise senior notes will mature on April 15, 2038.

Interest

Interest on the Enterprise Senior Notes will be computed on the basis of a 360-day year consisting of twelve 30-day months.

Interest on the 7.625% Enterprise senior notes will:

- accrue at the rate of 7.625% per annum, from August 15, 2009 (the most recent date to which interest has been paid on the 7.625% senior notes issued by TEPPCO) or the most recent interest payment date;
- be payable in cash semi-annually in arrears on each February 15 and August 15, commencing on February 15, 2010; and
- be payable to holders of record on the February 1 and August 1 immediately preceding the related interest payment dates.

Interest on the 6.125% Enterprise senior notes will:

- accrue at the rate of 6.125% per annum, from August 1, 2009 (the most recent date to which interest has been paid on the 6.125% senior notes issued by TEPPCO) or the most recent interest payment date;
- be payable in cash semi-annually in arrears on each February 1 and August 1, commencing on February 1, 2010; and
- be payable to holders of record on the January 15 and July 15 immediately preceding the related interest payment dates.

Interest on the 5.90% Enterprise senior notes will:

- accrue at the rate of 5.90% per annum, from October 15, 2009 (the most recent date to which interest has been paid on the 5.90% senior notes issued by TEPPCO) or the most recent interest payment date;

- be payable in cash semi-annually in arrears on each April 15 and October 15, commencing on April 15, 2010; and
- be payable to holders of record on the April 1 and October 1 immediately preceding the related interest payment dates.

Interest on the 6.65% Enterprise senior notes will:

- accrue at the rate of 6.65% per annum, from October 15, 2009 (the most recent date to which interest has been paid on the 6.65% senior notes issued by TEPPCO) or the most recent interest payment date;
- be payable in cash semi-annually in arrears on each April 15 and October 15, commencing on April 15, 2010; and
- be payable to holders of record on the April 1 and October 1 immediately preceding the related interest payment dates.

Interest on the 7.55% Enterprise senior notes will:

- accrue at the rate of 7.55% per annum, from October 15, 2009 (the most recent date to which interest has been paid on the 7.55% senior notes issued by TEPPCO) or the most recent interest payment date;
- be payable in cash semi-annually in arrears on each April 15 and October 15, commencing on April 15, 2010; and
- be payable to holders of record on the April 1 and October 1 immediately preceding the related interest payment dates.

The foregoing description of the Enterprise Senior Supplemental Indenture does not purport to be complete and is qualified in its entirety by reference to the full text of the Enterprise Senior Supplemental Indenture. A copy of the Enterprise Senior Supplemental Indenture is attached as Exhibit 4.1 to this Form 8-K and incorporated by reference herein.

Enterprise Subordinated Supplemental Indenture

In connection with Enterprise's acquisition of TEPPCO, on October 27, 2009, EPO consummated the settlement of the Exchange Offers by also issuing one new series of Enterprise junior subordinated notes (the "Enterprise Subordinated Notes") under the Original Indenture, as supplemented by the Eighteenth Supplemental Indenture dated as of October 27, 2009 (the "Enterprise Subordinated Supplemental Indenture" and, together with the Enterprise Original Indenture, the "Enterprise Subordinated Indenture") among EPO, as issuer, Enterprise, as parent guarantor and Wells Fargo Bank, National Association, as trustee. The terms of the Enterprise Subordinated Notes include those expressly set forth in the Enterprise Subordinated Indenture and those made part of the Enterprise Subordinated Indenture by reference to the Trust Indenture Act.

As of the expiration deadline for the Exchange Offers of 9:00 a.m.. New York City time, on October 26, 2009, $285,759,000 in aggregate principal amount of 7.000% Fixed/Floating Rate Junior Subordinated Notes due 2067 issued by TEPPCO, representing in total approximately 95.25% of the outstanding junior subordinated notes of TEPPCO, had been validly tendered (and not withdrawn) in the Exchange Offers. In connection with the consummation of the Exchange Offers, EPO accepted such tendered notes and issued $285,759,000 in aggregate principal amount of 7.000% Fixed/Floating Rate Junior Subordinated Notes due 2067.

General

Under the Enterprise Subordinated Indenture, the Enterprise Subordinated Notes:

- are general unsecured junior subordinated obligations of EPO;
- are issued in denominations of $1,000 in principal amount and integral multiples thereof;
- will bear interest from June 1, 2009 (the most recent date to which interest will have been paid on the TEPPCO Subordinated Notes) to June 1, 2017, at the annual rate of 7.000% of their principal amount, payable semi-annually in arrears on June 1 and December 1 of each year, commencing December 1, 2009, and thereafter, at an annual rate equal to the sum of the Three-Month LIBOR Rate for the related interest period plus a spread of 277.75 basis points, payable quarterly in arrears on March 1, June 1, September 1 and December 1 of each year, commencing September 1, 2017;
- provide that EPO may elect to defer payment of all or part of the current and accrued interest otherwise due on the Enterprise Subordinated Notes for multiple periods of up to ten consecutive years;
- will mature on June 1, 2067 and are not redeemable by EPO prior to June 1, 2017 without payment of a make-whole redemption price or a special event make-whole redemption price;
- are subordinated in right of payment, to the extent set forth in the Enterprise Subordinated Indenture, to all of EPO's existing and future senior indebtedness; and
- are guaranteed on an unsecured and junior subordinated basis by Enterprise.

EPO may, without the consent of the holders of the Enterprise Subordinated Notes, increase the principal amount of the series and issue additional notes of such series having the same ranking, interest rate, maturity and other terms as the Enterprise Subordinated Notes except for issue date, issue price and, if applicable, first interest payment date. The Enterprise Subordinated Notes and any additional notes of the same series having the same terms as the Enterprise Subordinated Notes offered hereby subsequently issued under the Enterprise Subordinated Indenture may be treated as a single class for all purposes under the Enterprise Subordinated Indenture, including, without limitation, voting waivers and amendments. In addition, the Enterprise Subordinated Indenture does not limit EPO's incurrence or issuance of other senior, *pari passu* or subordinated debt, whether under the Enterprise Subordinated Indenture relating to the Enterprise Subordinated Notes or any existing or other indenture or agreement that EPO may enter into in the future. As of June 30, 2009, the direct indebtedness of Enterprise that is senior to the Enterprise Subordinated Notes totaled approximately $7.6 billion, and the direct indebtedness of Enterprise that is *pari passu* with the Enterprise Subordinated Notes totaled approximately $1.2 billion.

The Enterprise Subordinated Notes are non-amortizing and do not have the benefit of a sinking fund. This means that EPO and Enterprise are not required to make any principal payments prior to maturity or otherwise set aside amounts in respect of the repayment of the Enterprise Subordinated Notes prior to their maturity.

Interest Rate and Interest Payment Dates

The Enterprise Subordinated Notes will bear interest from June 1, 2009 (the most recent date to which interest has been paid on the subordinated notes issued by TEPPCO) to but not including June 1, 2017 (the "Fixed Rate Period") at an annual rate of 7.000% of their principal amount, payable semi-annually in arrears on June 1 and December 1 of each year, commencing December 1, 2009, and thereafter (the "Floating Rate Period") at an annual rate equal to the Three-Month LIBOR Rate (as defined below) for the related interest period plus a spread of 277.75 basis points, payable quarterly in arrears on March 1, June 1, September 1 and December 1 of each year, commencing September 1, 2017.

Interest payments not paid when due will accrue interest at the then applicable rate of interest on the amount of unpaid interest, to the extent permitted by law, compounded semi-annually during the Fixed Rate Period and quarterly during the Floating Rate Period. The amount of interest payable during the Fixed Rate Period will be

computed based on a 360-day year consisting of twelve 30-day months, and the amount of interest payable during the Floating Rate Period will be computed based on a 360-day year and the number of days actually elapsed. The amount of interest payable for any period shorter than a full quarterly period will be computed on the basis of the actual number of days elapsed per 30-day month.

The foregoing description of the Enterprise Subordinated Supplemental Indenture does not purport to be complete and is qualified in its entirety by reference to the full text of the Enterprise Subordinated Supplemental Indenture. A copy of the Enterprise Subordinated Supplemental Indenture is attached hereto as Exhibit 4.2 to this Form 8-K and incorporated by reference herein.

Consents to Amendment of TEPPCO Indentures

In connection with the Exchange Offers, EPO also completed a solicitation of consents (the "Consent Solicitations") to certain proposed amendments, as described in EPO's Prospectus dated October 7, 2009, to, as applicable:

- the Indenture, dated as of February 20, 2002, as amended (the "2002 TEPPCO Indenture") among TEPPCO as issuer, TE Products Pipeline Company, LLC ("TE Products"), TCTM L.P. ("TCTM"), TEPPCO Midstream Companies, LLC ("TEPPCO Midstream") and Val Verde Gas Gathering Company, L.P. ("Val Verde" and together with TE Products, TCTM and TEPPCO Midstream, the "TEPPCO Subsidiary Guarantors") as subsidiary guarantors, and U.S. Bank National Association as trustee, which governs the five series of senior notes issued by TEPPCO described under the heading "*Enterprise Senior Supplemental Indenture*" (the "TEPPCO Senior Notes"); and
- the Indenture, dated as of May 14, 2007, as amended (the "2007 TEPPCO Indenture" and together with the 2002 TEPPCO Indenture, the "TEPPCO Indentures") among TEPPCO as issuer, the TEPPCO Subsidiary Guarantors as subsidiary guarantors, and The Bank of New York Mellon Trust Company, N.A. as trustee, which governs the one series of subordinated notes issued by TEPPCO: described under the heading "*Enterprise Subordinated Supplemental Indenture*" (the "TEPPCO Subordinated Notes" and together with the TEPPCO Senior Notes, the "TEPPCO Notes").

EPO accepted the consents of each eligible holder of TEPPCO Notes who had validly tendered (and not validly revoked) their consent prior to 9:00 a.m.. New York City time, on October 26, 2009, the expiration date for the Exchange Offers and Consent Solicitations. The amendments to the TEPPCO Indentures became operative upon the acceptance of the TEPPCO Notes in the Exchange Offers. The amendments eliminate various restrictive covenants and certain events of default. The TEPPCO Notes remaining after the settlement of the Exchange Offers continue to be governed by the TEPPCO Indentures.

Replacement Capital Covenant

Concurrent with the issuance of the Enterprise Subordinated Notes, EPO and Enterprise entered into a replacement capital covenant dated October 27, 2009 (the "Replacement Capital Covenant") whereby EPO and Enterprise agreed for the benefit of persons that buy, hold or sell a specified series of EPO's long-term indebtedness that ranks senior to the Enterprise Subordinated Notes designated from time to time by EPO in accordance with the terms of the Replacement Capital Covenant ("Covered Debt"), that EPO and Enterprise will not redeem or repurchase and will cause subsidiaries of each not to purchase or otherwise satisfy, discharge or defease any of the Enterprise Subordinated Notes on or before the termination of the Replacement Capital Covenant on January 15, 2038 (subject to extension), unless EPO, Enterprise or one of the subsidiaries of each has received a specified amount of proceeds from the sale during the 180 days prior to the date of such redemption, repurchase, defeasance or purchase of qualifying securities that have equity-like characteristics that are the same as, or more equity-like than, the applicable characteristics of the Enterprise Subordinated Notes at such time. The initial Covered Debt benefiting from the Replacement Capital Covenant is EPO's 6.875% Series B Senior Notes due March 1, 2033. The Replacement Covenant includes provisions requiring EPO to redesignate a new series of indebtedness if the covered series of indebtedness approaches maturity or is to be redeemed or purchased such that the outstanding principal amount is less than $100,000,000, unless no eligible series of covered indebtedness exists. The covenants in the Replacement Capital Covenant will run only to the benefit of holders of the designated series of EPO's or

Enterprise's long-term indebtedness, as applicable; these covenants are not intended for the benefit of holders of the Enterprise Subordinated notes and cannot be enforced by them. The Replacement Capital Covenant is not a term of the Enterprise Subordinated Indenture, the Enterprise Subordinated Notes or the guarantee of the Enterprise Subordinated Notes.

The foregoing description of the Replacement Capital Covenant does not purport to be complete and is qualified in its entirety by reference to the full text of the Replacement Capital Covenant, which is attached as Exhibit 4.9 to this Form 8-K and incorporated by reference herein.

Item 2.01. Completion of Acquisition or Disposition of Assets.

MLP Merger Agreement

On October 26, 2009, Enterprise Sub B LLC, a Delaware limited liability company and a wholly owned subsidiary of Enterprise ("Merger Sub B"), merged with and into TEPPCO, with TEPPCO surviving the merger as a wholly owned subsidiary of Enterprise (the "MLP Merger"), pursuant to the Agreement and Plan of Merger, dated as of June 28, 2009 (the "MLP Merger Agreement"), by and among Enterprise, Enterprise Products GP, LLC, a Delaware limited liability company and the general partner of Enterprise ("EPD GP"), Merger Sub B, TEPPCO and Texas Eastern Products Pipeline Company, LLC, a Delaware limited liability company and the general partner of TEPPCO ("TEPPCO GP").

Prior to the GP Merger (as defined below), TEPPCO GP was a direct, wholly-owned subsidiary of Enterprise GP Holdings L.P. ("EPE").

Under the terms of the MLP Merger Agreement, all outstanding TEPPCO units, other than 3,645,509 TEPPCO units (the "Designated Units") owned by an affiliate of EPCO, Inc. ("EPCO"), a private company controlled by Dan L. Duncan, were cancelled and converted into the right to receive Enterprise common units based on an exchange rate of 1.24 Enterprise common units per TEPPCO unit. The Designated Units were converted, based on the 1.24 exchange rate, into the right to receive 4,520,431 Enterprise Class B Units (the "Class B Units"). The Class B Units are not entitled to regular quarterly cash distributions of Enterprise for sixteen quarters following the closing of the MLP Merger. The Class B Units will convert automatically into Enterprise common units on the date immediately following the payment date for the sixteenth distribution following the closing of the MLP Merger. No fractional Enterprise common units will be issued in the Mergers, and TEPPCO unitholders will, instead, receive cash in lieu of fractional Enterprise common units, if any.

GP Merger Agreement

On October 26, 2009, in connection with the MLP Merger, Enterprise Sub A LLC, a Delaware limited liability company and wholly owned subsidiary of Enterprise ("Merger Sub A"), was merged with and into TEPPCO GP, with TEPPCO GP surviving the merger as a wholly owned subsidiary of Enterprise (the "GP Merger," and, together with the MLP Merger, the "Mergers") pursuant to an Agreement and Plan of Merger, dated as of June 28, 2009 (the "GP Merger Agreement"), by and among Enterprise, EPD GP, Merger Sub A, TEPPCO and TEPPCO GP.

Under the terms of the GP Merger Agreement, EPE, the prior owner of 100% of the limited liability company interests in TEPPGO GP, received 1,331,681 Enterprise common units and an increase in the capital account of EPD GP to maintain EPD GP's two percent general partner interest in Enterprise. EPD GP is a wholly owned subsidiary of EPE.

The foregoing descriptions of the MLP Merger Agreement and the GP Merger Agreement are qualified in their entirety by reference to the full text of the agreements, which are attached as Exhibits 2.1 and 2.2, respectively, and incorporated herein by reference.

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

On October 27, 2009, EPO, as issuer, and Enterprise, as parent guarantor, entered into the Enterprise Senior Supplemental Indenture and the Enterprise Subordinated Supplemental Indenture, and issued related senior notes

and subordinated notes. On October 27, 2009, the aggregate principal amount issued and outstanding with respect to each series of new Enterprise Notes was:

Series of new Enterprise Notes	Principal Amount Outstanding
7.625% Senior Notes, due February 2012	$ 490,467,000
6.125% Senior Notes, due February 2013	$ 182,560,000
5.90% Senior Notes, due April 2013	$ 237,600,000
6.65% Senior Notes, due April 2018	$ 349,690,000
7.55% Senior Notes, due April 2038	$ 399,575,000
Total Senior Notes	$ 1,659,892,000
7.000% Junior Subordinated Notes, due June 2067	$285,759,000

The summary descriptions of the Enterprise Senior Supplemental Indenture, the Enterprise Subordinated Supplemental Indenture and Replacement Capital Covenant set forth in Item 1.01 are incorporated by reference into this item. The descriptions of the Enterprise Senior Supplemental Indenture, the Enterprise Subordinated Supplemental Indenture and Replacement Capital Covenant do not purport to be complete and are qualified in their entirety by reference to the complete text of such agreements, copies of which are filed as Exhibit 4.1, Exhibit 4.2 and Exhibit 4.9, respectively, to this current report on Form 8-K and are incorporated herein by reference.

On October 27, 2009, the unexchanged aggregate principal amount issued and outstanding with respect to each series of TEPPCO notes is:

Series of TEPPCO Notes	Principal Amount Outstanding
7.625% Senior Notes, due February 2012	$ 9,533,000
6.125% Senior Notes, due February 2013	$ 17,440,000
5.90% Senior Notes, due April 2013	$ 12,400,000
6.65% Senior Notes, due April 2018	$ 310,000
7.55% Senior Notes, due April 2038	$ 425,000
Total Senior Notes	$ 40,108,000
7.000% Junior Subordinated Notes, due June 2067	$ 14,241,000

Item 5.03. Amendment to Articles of Incorporation or Bylaws.

In connection with the closing of the Mergers, effective October 26, 2009 the General Partner of Enterprise entered into Amendment No. 4 (the “Fourth Amendment”) to the Fifth Amended and Restated Agreement of Limited Partnership of Enterprise dated as of November 6, 2008. The summary description of the Fourth Amendment set forth in Item 1.01 is incorporated herein by reference. A copy of the Fourth Amendment is also filed as Exhibit 3.1 to this Form 8-K and is incorporated herein by reference.

Item 7.01. Other Events.

On October 26, 2009, Enterprise issued a press release relating to the closing of the Mergers and the results of the Exchange Offers on that date, which was the expiration date for the exchange offers. A copy of the press release is attached as Exhibit 99.1 to this Current Report on Form 8-K and is incorporated herein by reference.

The information furnished pursuant to Item 7.01 in this report on Form 8-K, including Exhibit 99.1, shall not be deemed “filed” for purposes of Section 18 of the Securities Exchange Act of 1934 (the “Exchange Act”) or otherwise subject to the liability of that section, unless Enterprise specifically states that the information is considered “filed” under the Exchange Act or incorporates it by reference into a filing under the Securities Act of 1933 or the Exchange Act.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description
2.1	Agreement and Plan of Merger, dated as of June 28, 2009, by and among Enterprise Products Partners L.P., Enterprise Products GP, LLC, Enterprise Sub B LLC, TEPPCO Partners, L.P. and Texas Eastern Products Pipeline Company, LLC (incorporated by reference to Exhibit 2.1 to Form 8-K filed June 29, 2009).
2.2	Agreement and Plan of Merger, dated as of June 28, 2009 by and among Enterprise Products Partners L.P., Enterprise Products GP, LLC, Enterprise Sub A LLC, TEPPCO Partners, L.P. and Texas Eastern Products Pipeline Company, LLC (incorporated by reference to Exhibit 2.2 to Form 8-K filed June 29, 2009).
3.1*	Amendment No. 4, dated as of October 26, 2009, to Fifth Amended and Restated Agreement of Limited Partnership of Enterprise Products Partners L.P. dated as of November 6, 2008.
4.1*	Seventeenth Supplemental Indenture, dated as of October 27, 2009, among Enterprise Products Operating LLC, as Issuer, Enterprise Products Partners L.P., as Parent Guarantor, and Wells Fargo Bank, National Association, as Trustee.
4.2*	Eighteenth Supplemental Indenture, dated as of October 27, 2009, among Enterprise Products Operating LLC, as Issuer, Enterprise Products Partners L.P., as Parent Guarantor, and Wells Fargo Bank, National Association, as Trustee.
4.3	Form of 7.625% Senior Notes due 2012 (included in Exhibit 4.1).
4.4	Form of 6.125% Senior Notes due 2013 (included in Exhibit 4.1).
4.5	Form of 5.90% Senior Notes due 2013 (included in Exhibit 4.1).
4.6	Form of 6.65% Senior Notes due 2018 (included in Exhibit 4.1).
4.7	Form of 7.55% Senior Notes due 2038 (included in Exhibit 4.1).
4.8	Form of 7.000% Junior Subordinated Notes due 2067 (included in Exhibit 4.2).
4.9*	Replacement Capital Covenant, dated as of October 27, 2009, by and among Enterprise Products Operating LLC, and Enterprise Products Partners L.P., as Guarantor, in favor of and for the benefit of each Covered Debtholder.
99.1*	Joint Press Release dated October 26, 2009.

* 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 28, 2009

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

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* Filed herewith

AMENDMENT NO. 4 TO THE FIFTH AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP OF ENTERPRISE PRODUCTS PARTNERS L.P.

This Amendment No. 4 (this "*Amendment No. 4*") to the Fifth Amended and Restated Agreement of Limited Partnership of Enterprise Products Partners L.P. dated effective as of October 26, 2009 (the "*Partnership Agreement*") is hereby adopted by Enterprise Products GP, 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.

RECITALS

WHEREAS, Section 5.6 of the Partnership Agreement provides that the General Partner, without the approval of any Limited Partners, may, for any Partnership purpose, at any time or from time to time, issue additional Partnership Securities for such consideration and on such terms and conditions as determined by the General Partner; and

WHEREAS, Section 13.1(g) of the Partnership Agreement provides that the General Partner, without the approval of any Partner, may amend any provision of the Partnership Agreement to reflect an amendment that the General Partner determines to be necessary or advisable in connection with the authorization of the issuance of any class or series of Partnership Securities pursuant to Section 5.6 of the Partnership Agreement; and

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

WHEREAS, the Partnership has entered into an Agreement and Plan of Merger, dated as of June 28, 2009 (the "*Merger Agreement*"), by and among the Partnership, the General Partner, Enterprise Sub B LLC ("*Enterprise Sub B*"), TEPPCO Partners, L.P. ("*TEPPCO*") and Texas Eastern Products Pipeline Company, LLC ("*TEPPCO GP*"), pursuant to which, among other things, (i) Enterprise Sub B will merge with and into TEPPCO, with TEPPCO as the surviving entity, and (ii) the Partnership will issue to Duncan Family Interests, Inc. Class B Units representing a new class of Partnership Securities to be designated as "Class B Units," with such terms as are set forth in this Amendment No. 4; and

WHEREAS, the issuance of the Class B Units complies with the requirements of the Partnership Agreement; and

WHEREAS, the General Partner has determined, pursuant to Section 13.1(g) of the Partnership Agreement, that the amendments to the Partnership Agreement set forth herein are necessary or appropriate in connection with the authorization of the issuance of the Class B Units; and

NOW, THEREFORE, the General Partner does hereby amend the Partnership Agreement as follows:

Section 1. **AMENDMENTS**.

(a) **Section 1.1 and Attachment 1**. Section 1.1 and the definitions listed on Attachment I are hereby amended to add, or to amend and restate, the following definitions:

"*Class B Conversion Effective Date*" has the meaning assigned to such term in Section 5.12(f).

"*Class B Unit*" means a Partnership Security representing a fractional part of the Partnership Interests of all Limited Partners and Assignees, and having the rights and obligations specified with respect to the Class B Units in this Agreement. The term "Class B Unit" does not refer to a Common Unit until such Class B Unit has converted into a Common Unit pursuant to the terms hereof.

"*Limited Partner Interest*" means the ownership interest of a Limited Partner or Assignee in the Partnership, which may be evidenced by Common Units or Class B Units or other Partnership Securities or a combination thereof or interest therein, and includes any and all benefits to which such Limited Partner or Assignee is entitled as provided in this Agreement, together with all obligations of such Limited Partner or Assignee to comply with the terms and provisions of this Agreement.

"*Outstanding*" means, with respect to Partnership Securities, all Partnership Securities that are issued by the Partnership and reflected as outstanding on the Partnership's books and records as of the date of determination; *provided*, *however*, that with respect to Partnership Securities, if at any time any Person or Group (other than the General Partner or its Affiliates) beneficially owns 20% or more of any Outstanding Partnership Securities of any class then Outstanding, all Partnership Securities owned by such Person or Group shall not be voted on any matter and shall not be considered to be Outstanding when sending notices of a meeting of Limited Partners to vote on any matter (unless otherwise required by law), calculating required votes, determining the presence of a quorum or for other similar purposes under this Agreement, except that Common Units so owned shall be considered to be Outstanding for purposes of Section 11.1(b)(iv) (such Common Units shall not, however, be treated as a separate class of Partnership Securities for purposes of this Agreement); *provided*, *further*, that the limitation in the foregoing proviso shall not apply (i) to any Person or Group who acquired 20% or more of any Outstanding Partnership Securities of any class then Outstanding directly from the General Partner or its Affiliates, (ii) to any Person or Group who acquired 20% or more of any Outstanding Partnership Securities of any class then Outstanding directly or indirectly from a Person or Group described in clause (i) if the General Partner shall have notified such Person or Group in writing, prior to such acquisition, that such limitation shall not apply to such Person or Group or (iii) to any Person or Group who acquired 20% or more of any Partnership Securities issued by the Partnership with the prior approval of the Board of Directors of the General Partner; and *provided*, *further*, that none of the Class B Units shall be deemed to be Outstanding for purposes of determining if any Class B Units are entitled to distributions of Available Cash unless such Class B Units shall have been reflected on the books of the Partnership as

outstanding during such Quarter and on the Record Date for the determination of any distribution of Available Cash.

(b) **Article IV; Section 4.7(d)**. Article IV of the Partnership Agreement is hereby amended to add Section 4.7(d) as follows:

"(d) The transfer of a Class B Unit that has converted into a Common Unit shall be subject to the restrictions imposed by Section 6.9."

(c) **Section 5.5(c).** Section 5.5(c) of the Partnership Agreement is hereby amended and restated as follows:

"(c)(i) A transferee of a Partnership Interest shall succeed to a pro rata portion of the Capital Account of the transferor relating to the Partnership Interest so transferred.

(ii) Subject to Section 6.9, immediately prior to the transfer of a Class B Unit or of a Class B Unit that has converted into a Common Unit pursuant to Section 5.12(f) by a holder thereof (other than a transfer to an Affiliate unless the General Partner elects to have this subparagraph 5.5(c)(ii) apply), the Capital Account maintained for such Person with respect to its Class B Units or converted Class B Units will (A) *first*, be allocated to the Class B Units or converted Class B Units to be transferred in an amount equal to the product of (x) the number of such Class B Units or converted Class B Units to be transferred and (y) the Per Unit Capital Amount for a Common Unit, and (B) *second*, any remaining balance in such Capital Account will be retained by the transferor, regardless of whether it has retained any Class B Units or converted Class B Units. Following any such allocation, the transferor's Capital Account, if any, maintained with respect to the retained Class B Units or retained converted Class B Units, if any, will have a balance equal to the amount allocated under clause (B) hereinabove, and the transferee's Capital Account established with respect to the transferred Class B Units or converted Class B Units will have a balance equal to the amount allocated under clause (A) hereinabove."

(d) **Article V; Section 5.12**. Article V of the Partnership Agreement is hereby amended to add a new Section 5.12 creating a new series of Partnership Units as follows:

"Section 5.12 *Establishment of Class B Units*.

(a) *General*. The General Partner hereby designates and creates a class of Units to be designated as "Class B Units" and consisting of a total of 4,520,431 Class B Units, and fixes the designations, preferences and relative, participating, optional or other special rights, powers and duties of holders of the Class B Units as set forth in this Section 5.12.

(b) *Rights of Class B Units*. During the period commencing upon issuance of the Class B Units and ending on the Class B Conversion Effective Date:

(i) *Allocations*. Except as otherwise provided in this Agreement, all items of Partnership income, gain, loss, deduction and

credit, including Unrealized Gain or Unrealized Loss to be allocated to the Partners pursuant to Section 6.1(c), shall be allocated to the Class B Units to the same extent as such items would be so allocated if such Class B Units were Common Units that were then Outstanding.

(ii) *Distributions*. Prior to the Class B Conversion Effective Date, the Class B Units shall not be entitled to receive distributions of Available Cash pursuant to Section 6.3.

(c) *Voting Rights*. Prior to the Class B Conversion Effective Date, the Class B Units shall be entitled to vote with the Common Units as a single class on any matters on which Common Unitholders are entitled to vote, except that the Class B Units shall be entitled to vote as a separate class on any matter that adversely affects the rights or preferences of the Class B Units in relation to other classes of Partnership Interests (including as a result of a merger or consolidation) or as required by law. The approval of a majority of the Class B Units shall be required to approve any matter for which the holders of the Class B Units are entitled to vote as a separate class. Each Class B Unit will be entitled to the number of votes equal to the number of Common Units into which a Class B Unit is convertible at the time of the record date for the vote or written consent on the matter.

(d) *Certificates*. The Class B Units will be evidenced by certificates in substantially the form of Exhibit A to this Amendment No. 4 and, subject to the satisfaction of any applicable legal and regulatory requirements, may be assigned or transferred in a manner identical to the assignment and transfer of other Units. The certificates will initially include a restrictive legend to the effect that the Class B Units have not been registered under the Securities Act or any state securities laws.

(e) *Registrar and Transfer Agent*. The General Partner will act as registrar and transfer agent of the Class B Units.

(f) *Conversion*. Each Class B Unit shall automatically convert into one Common Unit (subject to appropriate adjustment pursuant to Section 5.10 in the event of any split-up, combination or similar event affecting the Common Units or other Units that occurs prior to the Class B Conversion Effective Date) on the date immediately following the payment date for the 16th distribution of Available Cash pursuant to Section 6.3 following the Closing Date (as defined in the Merger Agreement") (the "*Class B Conversion Effective Date*") without any further action by the holders thereof. The terms of the Class B Units will be changed, automatically and without further action, on the Class B Conversion Effective Date so that each Class B Unit is converted into one Common Unit and, immediately thereafter, none of the Class B Units shall be Outstanding; *provided, however*, that such converted Class B Units will remain subject to the provisions of Sections 6.1(d)(xiii) and 6.9.

(g) *Surrender of Certificates*. Subject to the requirements of Section 6.9, on or after the Class B Conversion Effective Date, each holder of Class B Units shall promptly surrender the Class B Unit Certificates therefor, duly endorsed, at the office of the General Partner or of any transfer agent for the Class B Units. In the case of any such conversion, the Partnership shall, as soon as practicable thereafter, issue and deliver at such office to such holder of Class B Units one or more Unit Certificates, registered in the name of such holder, or other evidence of the issuance of uncertificated certificates, for the number of Common Units to which such holder shall be entitled. Such conversion shall be deemed to have been made as of the Class B Conversion Effective Date whether or not the Class B Unit Certificate has been surrendered as of such date, and the Person entitled to receive the Common Units issuable upon such conversion shall be treated for all purposes as the record holder of such Common Units as of such date.

(e) **Section 6.1(d)(iii)(A)**. Section 6.1(d)(iii)(A) of the Partnership Agreement is hereby amended and restated to read in its entirety:

"A. If the amount of cash or the Net Agreed Value of any property distributed (except cash or property distributed pursuant to Section 12.4) to any Unitholder with respect to its Units for a taxable year is greater (on a per Unit basis) than the amount of cash or the Net Agreed Value of property distributed to the other Unitholders (except Unitholders holding Class B Units with respect to any Record Date prior to the Class B Conversion Effective Date) with respect to their Units (on a per Unit basis), then (1) there shall be allocated income and gain to each Unitholder receiving such greater cash or property distribution until the aggregate amount of such items allocated pursuant to this Section 6.1(d)(iii)(A) for the current taxable year and all previous taxable years is equal to the product of (aa) the amount by which the distribution (on a per Unit basis) to such Unitholder exceeds the distribution (on a per Unit basis) to the Unitholders receiving the smallest distribution and (bb) the number of Units owned by the Unitholder receiving the greater distribution; and (2) the General Partner shall be allocated income and gain in an aggregate amount equal to the product obtained by multiplying the sum of the amounts allocated in clause (1) above by the quotient obtained by dividing the General Partner's Percentage Interest by the aggregate Percentage Interest of Partners other than the General Partner.

(f) **Section 6.1(d)(xiii)**. Section 6.1(d) is hereby amended and restated to add a new Section 6.1(d)(xiii) as follows:

"(xiii) *Economic Uniformity*. With respect to any taxable period in which the Class B Conversion Effective Date occurs (and, if necessary, any subsequent taxable period), items of Partnership gross income, gain, deduction or loss for the taxable period shall be allocated 100% to each Limited Partner with respect to such Limited Partner's Class B Units that are Outstanding on the Class B Conversion Effective Date in the proportion that the respective number of Class B Units held by such Partner bears to the total number of Class B Units then Outstanding, until each such Partner has been

allocated the amount of gross income, gain, deduction or loss with respect to such Partner's Class B Units that causes the Capital Account attributable to each Class B Unit, on a per Unit basis, to equal the Per Unit Capital Amount for a Common Unit on the Class B Conversion Effective Date. The purpose for this allocation is to establish uniformity between the Capital Accounts underlying converted Class B Units and the Capital Accounts underlying Common Units immediately prior to the conversion of Class B Units into Common Units.

(g) **Article VI; Section 6.9**. Article VI is hereby amended and restated to add a new Section 6.9 as follows:

"Section 6.9 *Special Provisions Relating to the Holders of Class B Units*. A Unitholder holding a Class B Unit that has converted into a Common Unit pursuant to Section 5.12 shall not be issued a Unit Certificate pursuant to Section 4.1, and shall not be permitted to transfer such Common Units until such time as the General Partner determines, based on advice of counsel, that the converted Class B Unit should have, as a substantive matter, like intrinsic economic and federal income tax characteristics of an Initial Common Unit. In connection with the condition imposed by this Section 6.9, the General Partner shall take whatever steps are required to provide economic uniformity to the converted Class B Units in preparation for a transfer of such Common Units, including the application of Sections 5.5(c)(ii) and 6.1(d)(xiii); *provided*, *however*, that no such steps may be taken that would have a material adverse effect on the Unitholders holding Common Units represented by Unit Certificates."

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 No. 4 will be governed by and construed in accordance with the laws of the State of Delaware.

Section 4. **Counterparts**. This Amendment No. 4 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.

IN WITNESS WHEREOF, this Amendment No. 4 has been executed as of the date first written above.

General Partner:

ENTERPRISE PRODUCTS GP, LLC

By: /s/ Michael A. Creel
Michael A. Creel
President and Chief Executive Officer

EXHIBIT A

Certificate Evidencing Class B Units
Representing Limited Partner Interests in
ENTERPRISE PRODUCTS PARTNERS L.P.

No. _____ _____Class B Units

In accordance with Amendment No. 4 to the Fifth Amended and Restated Agreement of Limited Partnership of ENTERPRISE PRODUCTS PARTNERS L.P., as amended, supplemented or restated from time to time (the "*Partnership Agreement*"), ENTERPRISE PRODUCTS PARTNERS L.P., a Delaware limited partnership (the "*Partnership*"), hereby certifies that (the "*Holder*") is the registered owner of Class B Units representing limited partner interests in the Partnership (the "*Class B Units*") transferable on the books of the Partnership, in person or by duly authorized attorney, upon surrender of this Certificate properly endorsed and accompanied by a properly executed application for transfer of the Class B Units represented by this Certificate. The rights, preferences and limitations of the Class B Units are set forth in, and this Certificate and the Class B Units represented hereby are issued and shall in all respects be subject to the terms and provisions of, the Partnership Agreement. Copies of the Partnership Agreement are on file at, and will be furnished without charge on delivery of written request to the Partnership at, the principal office of the Partnership located at 1100 Louisiana Street, 10th Floor, Houston, Texas 77002. Capitalized terms used herein but not defined shall have the meanings given them in the Partnership Agreement.

The Holder, by accepting this Certificate, is deemed to have (i) requested admission as, and agreed to become, a Limited Partner and to have agreed to comply with and be bound by and to have executed the Partnership Agreement, (ii) represented and warranted that the Holder has all right, power and authority and, if an individual, the capacity necessary to enter into the Partnership Agreement, (iii) granted the powers of attorney provided for in the Partnership Agreement and (iv) made the waivers and given the consents and approvals contained in the Partnership Agreement.

THIS SECURITY HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED. IT MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED OR HYPOTHECATED IN THE ABSENCE OF A REGISTRATION STATEMENT IN EFFECT WITH RESPECT TO THE SECURITIES UNDER SUCH ACT OR AN OPINION OF COUNSEL SATISFACTORY TO THE PARTNERSHIP THAT SUCH REGISTRATION IS NOT REQUIRED.

THE HOLDER OF THIS SECURITY ACKNOWLEDGES FOR THE BENEFIT OF ENTERPRISE PRODUCTS PARTNERS L.P. THAT THIS SECURITY MAY NOT BE SOLD, OFFERED, RESOLD, PLEDGED OR OTHERWISE TRANSFERRED IF SUCH TRANSFER WOULD (A) VIOLATE THE THEN APPLICABLE FEDERAL OR STATE SECURITIES LAWS OR RULES AND REGULATIONS OF THE SECURITIES AND EXCHANGE

COMMISSION, ANY STATE SECURITIES COMMISSION OR ANY OTHER GOVERNMENTAL AUTHORITY WITH JURISDICTION OVER SUCH TRANSFER, (B) TERMINATE THE EXISTENCE OR QUALIFICATION OF ENTERPRISE PRODUCTS PARTNERS L.P. UNDER THE LAWS OF THE STATE OF DELAWARE, OR (C) CAUSE ENTERPRISE PRODUCTS PARTNERS L.P. TO BE TREATED AS AN ASSOCIATION TAXABLE AS A CORPORATION OR OTHERWISE TO BE TAXED AS AN ENTITY FOR FEDERAL INCOME TAX PURPOSES (TO THE EXTENT NOT ALREADY SO TREATED OR TAXED). ENTERPRISE PRODUCTS GP, LLC, THE GENERAL PARTNER OF ENTERPRISE PRODUCTS PARTNERS L.P., MAY IMPOSE ADDITIONAL RESTRICTIONS ON THE TRANSFER OF THIS SECURITY IF IT RECEIVES AN OPINION OF COUNSEL THAT SUCH RESTRICTIONS ARE NECESSARY TO AVOID A SIGNIFICANT RISK OF ENTERPRISE PRODUCTS PARTNERS L.P. BECOMING TAXABLE AS A CORPORATION OR OTHERWISE BECOMING TAXABLE AS AN ENTITY FOR FEDERAL INCOME TAX PURPOSES. THE RESTRICTIONS SET FORTH ABOVE SHALL NOT PRECLUDE THE SETTLEMENT OF ANY TRANSACTIONS INVOLVING THIS SECURITY ENTERED INTO THROUGH THE FACILITIES OF ANY NATIONAL SECURITIES EXCHANGE ON WHICH THIS SECURITY IS LISTED OR ADMITTED TO TRADING.

This Certificate shall not be valid for any purpose unless it has been countersigned and registered by the Transfer Agent and Registrar.

Dated:

ENTERPRISE PRODUCTS PARTNERS L.P.

Countersigned and Registered by:

By: ENTERPRISE PRODUCTS GP, LLC,
its General Partner

By:

as Transfer Agent and Registrar

Name: _____

By: _____
Authorized Signature

By: _____
Secretary

[Reverse of Certificate]

ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of this Certificate, shall be construed as follows according to applicable laws or regulations:

TEN COM - as tenants in common
TEN ENT - as tenants by the entireties

UNIF GIFT/TRANSFERS MIN ACT
_____Custodian_____
(Cust) (Minor)

JT TEN - as joint tenants with right of survivorship and not as tenants in common

under Uniform Gifts/Transfers to CD Minors Act (State)

Additional abbreviations, though not in the above list, may also be used.

FOR VALUE RECEIVED, _____ hereby assigns, conveys, sells and transfers unto

_____ _____
(Please print or typewrite name and address of Assignee) (Please insert Social Security or other identifying number of Assignee)

_____Class B Units representing limited partner interests evidenced by this Certificate, subject to the Partnership Agreement, and does hereby irrevocably constitute and appoint _____ as its attorney-in-fact with full power of substitution to transfer the same on the books of ENTERPRISE PRODUCTS PARTNERS L.P.

Date: _____

NOTE: The signature to any endorsement hereon must correspond with the name as written upon the face of this Certificate in every particular, without alteration, enlargement or change.

THE SIGNATURE(S) MUST BE GUARANTEED BY AN ELIGIBLE GUARANTOR INSTITUTION (BANKS, STOCKBROKERS, SAVINGS AND LOAN ASSOCIATIONS AND CREDIT UNIONS WITH MEMBERSHIP IN AN APPROVED SIGNATURE GUARANTEE MEDALLION PROGRAM), PURSUANT TO S.E.C. RULE 17Ad-15

_____
(Signature)

_____
(Signature)

No transfer of the Class B Units evidenced hereby will be registered on the books of the Partnership, unless the Certificate evidencing the Class B Units to be transferred is surrendered for registration or transfer and, if requested by the General Partner pursuant to Section 4.8 of the Partnership Agreement, a Citizenship Certificate has been properly completed and executed by a transferee on a separate application that the Partnership will furnish on request without charge. A transferor of the Class B Units shall have no duty to the transferee with respect to execution of a Citizenship Certificate in order for such transferee to obtain registration of the transfer of the Class B Units.

ENTERPRISE PRODUCTS OPERATING LLC

AS ISSUER,

ENTERPRISE PRODUCTS PARTNERS L.P.

AS PARENT GUARANTOR,

and

WELLS FARGO BANK,
NATIONAL ASSOCIATION,

AS TRUSTEE

SEVENTEENTH SUPPLEMENTAL INDENTURE

Dated as of October 27, 2009

to

Indenture dated as of October 4, 2004

7.625% Senior Notes due 2012
6.125% Senior Notes due 2013
5.90% Senior Notes due 2013
6.65% Senior Notes due 2018
7.55% Senior Notes due 2038

TABLE OF CONTENTS

THIS SEVENTEENTH SUPPLEMENTAL INDENTURE dated as of October 27, 2009, is among Enterprise Products Operating LLC, a Texas limited liability company (the "Issuer"), Enterprise Products Partners L.P., a Delaware limited partnership (the "Parent Guarantor"), and Wells Fargo Bank, National Association, a national banking association, as trustee (the "Trustee"). Each capitalized term used but not defined in this Seventeenth Supplemental Indenture shall have the meaning assigned to such term in the Original Indenture (as defined below).

RECITALS:

WHEREAS, Enterprise Products Operating L.P. and the Parent Guarantor have executed and delivered to the Trustee an Indenture, dated as of October 4, 2004 (the "Original Indenture"), providing for the issuance by Enterprise Products Operating L.P. from time to time of its debentures, notes, bonds or other evidences of indebtedness, issued and to be issued in one or more series unlimited as to principal amount (the "Debt Securities"), and the guarantee by each Guarantor of the Debt Securities (the "Guarantee");

WHEREAS, the Issuer and the Parent Guarantor have executed and delivered to the Trustee a Tenth Supplemental Indenture, dated as of June 30, 2007, providing for the Issuer as the successor issuer (the Original Indenture together with the Tenth Supplemental Indenture, the "Base Indenture");

WHEREAS, on or before the date hereof the Issuer has issued several series of Debt Securities pursuant to previous supplements to the Base Indenture;

WHEREAS, the Issuer has duly authorized and desires to cause to be issued pursuant to the Base Indenture and this Seventeenth Supplemental Indenture each of the following new series of Debt Securities (collectively, the "Notes"):

(i) a series of Debt Securities in the aggregate principal amount of $490,467,000, which series shall be designated as the 7.625% Senior Notes due 2012;

(ii) a series of Debt Securities in the aggregate principal amount of $182,560,000, which series shall be designated as the 6.125% Senior Notes due 2013;

(iii) a series of Debt Securities in the aggregate principal amount of $237,600,000, which series shall be designated as the 5.90% Senior Notes due 2013;

(iv) a series of Debt Securities in the aggregate principal amount of $349,690,000, which series shall be designated as the 6.65% Senior Notes due 2018; and

(v) a series of Debt Securities in the aggregate principal amount of $399,575,000, which series shall be designated as the 7.55% Senior Notes due 2038.

WHEREAS, all of such Notes will be guaranteed by the Parent Guarantor as provided in Article XIV of the Original Indenture;

WHEREAS, the Issuer desires to cause the issuance of the Notes pursuant to Sections 2.01 and 2.03 of the Original Indenture, which sections permit the execution of indentures supplemental thereto to establish the form and terms of Debt Securities of any series;

WHEREAS, pursuant to Section 9.01 of the Original Indenture, the Issuer and the Parent Guarantor have requested that the Trustee join in the execution of this Seventeenth Supplemental Indenture to establish the form and terms of the Notes;

WHEREAS, all things necessary have been done to make the Notes, when executed by the Issuer and authenticated and delivered hereunder and under the Base Indenture and duly issued by the Issuer, and the Guarantee of the Parent Guarantor, when the Notes are duly issued by the Issuer, the valid obligations of the Issuer and the Parent Guarantor, respectively, and to make this Seventeenth Supplemental Indenture a valid agreement of the Issuer and the Parent Guarantor enforceable in accordance with its terms.

NOW, THEREFORE, the Issuer, the Parent Guarantor and the Trustee hereby agree that the following provisions shall supplement the Base Indenture:

ARTICLE I
THE NOTES

SECTION 1.1 *Form*.

(1) The 7.625% Senior Notes due 2012 and the related Trustee's certificate of authentication shall be substantially in the form of *Exhibit A-1* to this Seventeenth Supplemental Indenture;

(2) the 6.125% Senior Notes due 2013 and the related Trustee's certificate of authentication shall be substantially in the form of *Exhibit A-2* to this Seventeenth Supplemental Indenture;

(3) the 5.90% Senior Notes due 2013 and the related Trustee's certificate of authentication shall be substantially in the form of *Exhibit A-3* to this Seventeenth Supplemental Indenture;

(4) the 6.65% Senior Notes due 2018 and the related Trustee's certificate of authentication shall be substantially in the form of *Exhibit A-4* to this Seventeenth Supplemental Indenture; and

(5) the 7.55% Senior Notes due 2038 and the related Trustee's certificate of authentication shall be substantially in the form of *Exhibit A-5* to this Seventeenth Supplemental Indenture.

Exhibits A-1 through *A-5* are hereby incorporated into this Seventeenth Supplemental Indenture. The terms and provisions contained in the Notes shall constitute, and are hereby expressly made, a part of this Seventeenth Supplemental Indenture and to the extent applicable, the Issuer, the Parent Guarantor and the Trustee, by their execution and delivery of this

Seventeenth Supplemental Indenture, expressly agree to such terms and provisions and to be bound thereby.

The Notes shall be issued only as Registered Securities. The Notes shall be issued upon original issuance in whole in the form of one or more Global Securities (the "Book-Entry Notes"). Each Book-Entry Note shall represent such of the Outstanding Notes as shall be specified therein and shall provide that it shall represent the aggregate amount of Outstanding Notes from time to time endorsed thereon and that the aggregate amount of Outstanding Notes represented thereby may from time to time be reduced or increased, as appropriate, to reflect exchanges and redemptions. Any endorsement of a Book-Entry Note to reflect the amount, or any increase or decrease in the amount, of Outstanding Notes represented thereby shall be made by the Trustee in accordance with written instructions or such other written form of instructions as is customary for the Depositary, from the Depositary or its nominee on behalf of any Person having a beneficial interest in the Book-Entry Note.

The Issuer initially appoints The Depository Trust Company ("DTC") to act as Depositary with respect to the Book-Entry Notes.

SECTION 1.2 *Title, Amount and Payment of Principal and Interest.*

(1) *7.625% Senior Notes due 2012*. The 7.625% Senior Notes due 2012 shall be entitled the "7.625% Senior Notes due 2012." The Trustee shall authenticate and deliver (i) the 7.625% Senior Notes due 2012 for original issue on the date hereof (the "7.625% Original Notes") in the aggregate principal amount of $490,467,000 and (ii) additional 7.625% Senior Notes due 2012 for original issue from time to time after the date hereof in such principal amounts as may be specified in the Company Order described in this sentence, provided that no such additional 7.625% Senior Notes due 2012 may be issued at a price that would cause such 7.625% Senior Notes due 2012 to have "original issue discount" within the meaning of the Internal Revenue Code of 1986, as amended, in each case upon a Company Order for the authentication and delivery thereof and satisfaction of the other provisions of Section 2.05 of the Original Indenture. Such order shall specify the amount of the 7.625% Senior Notes due 2012 to be authenticated, the date on which the original issue of 7.625% Senior Notes due 2012 is to be authenticated, and the name or names of the initial Holder or Holders. The aggregate principal amount of 7.625% Senior Notes due 2012 that may be outstanding at any time may not exceed $490,467,000 plus such additional principal amounts as may be issued and authenticated pursuant to clause (ii) of this paragraph (except as provided in Section 2.09 of the Original Indenture).

The principal amount of each 7.625% Senior Note due 2012 shall be payable on February 15, 2012. Each 7.625% Senior Note due 2012 shall bear interest from and including August 15, 2009, or from and including the most recent date to which interest has been paid, at the fixed rate of 7.625% per annum. The dates on which interest on the 7.625% Senior Notes due 2012 shall be payable shall be February 15 and August 15 of each year, commencing February 15, 2010, in the case of the 7.625% Original Notes (the "7.625% Interest Payment Dates"). The regular record date for interest payable on the 7.625% Senior Notes due 2012 on any 7.625% Interest Payment Date shall be February 1 or August 1 (the "7.625% Regular Record Date"), as the case may be, preceding such 7.625% Interest Payment Date.

Payments of principal of, premium, if any, and interest due on the 7.625% Senior Notes due 2012 representing Book-Entry Notes on any 7.625% Interest Payment Date or at maturity will be made available to the Trustee by 11:00 a.m., New York City time, on such date, unless such date falls on a day which is not a Business Day, in which case such payments will be made available to the Trustee by 11:00 a.m., New York City time, on the next Business Day. As soon as possible thereafter, the Trustee will make such payments to the Depositary.

(2) *6.125% Senior Notes due 2013*. The 6.125% Senior Notes due 2013 shall be entitled the "6.125% Senior Notes due 2013." The Trustee shall authenticate and deliver (i) the 6.125% Senior Notes due 2013 for original issue on the date hereof (the "6.125% Original Notes") in the aggregate principal amount of $182,560,000 and (ii) additional 6.125% Senior Notes due 2013 for original issue from time to time after the date hereof in such principal amounts as may be specified in the Company Order described in this sentence, provided that no such additional 6.125% Senior Notes due 2013 may be issued at a price that would cause such 6.125% Senior Notes due 2013 to have "original issue discount" within the meaning of the Internal Revenue Code of 1986, as amended, in each case upon a Company Order for the authentication and delivery thereof and satisfaction of the other provisions of Section 2.05 of the Original Indenture. Such order shall specify the amount of the 6.125% Senior Notes due 2013 to be authenticated, the date on which the original issue of 6.125% Senior Notes due 2013 is to be authenticated, and the name or names of the initial Holder or Holders. The aggregate principal amount of 6.125% Senior Notes due 2013 that may be outstanding at any time may not exceed $182,560,000 plus such additional principal amounts as may be issued and authenticated pursuant to clause (ii) of this paragraph (except as provided in Section 2.09 of the Original Indenture).

The principal amount of each 6.125% Senior Note due 2013 shall be payable on February 1, 2013. Each 6.125% Senior Note due 2013 shall bear interest from and including August 1, 2009, or from and including the most recent date to which interest has been paid, at the fixed rate of 6.125% per annum. The dates on which interest on the 6.125% Senior Notes due 2013 shall be payable shall be February 1 and August 1 of each year, commencing February 1, 2010, in the case of the 6.125% Original Notes (the "6.125% Interest Payment Dates"). The regular record date for interest payable on the 6.125% Senior Notes due 2013 on any 6.125% Interest Payment Date shall be January 15 or July 15 (the "6.125% Regular Record Date"), as the case may be, preceding such 6.125% Interest Payment Date.

Payments of principal of, premium, if any, and interest due on the 6.125% Senior Note due 2013 representing Book-Entry Notes on any 6.125% Interest Payment Date or at maturity will be made available to the Trustee by 11:00 a.m., New York City time, on such date, unless such date falls on a day which is not a Business Day, in which case such payments will be made available to the Trustee by 11:00 a.m., New York City time, on the next Business Day. As soon as possible thereafter, the Trustee will make such payments to the Depositary.

(3) *5.90% Senior Notes due 2013*. The 5.90% Senior Notes due 2013 shall be entitled the "5.90% Senior Notes due 2013." The Trustee shall authenticate and deliver (i) the 5.90% Senior Notes due 2013 for original issue on the date hereof (the "5.90% Original Notes") in the aggregate principal amount of $237,600,000 and (ii) additional 5.90% Senior Notes due 2013 for original issue from time to time after the date hereof in such principal amounts as may

be specified in the Company Order described in this sentence, provided that no such additional 5.90% Senior Notes due 2013 may be issued at a price that would cause such 5.90% Senior Notes due 2013 to have "original issue discount" within the meaning of the Internal Revenue Code of 1986, as amended, in each case upon a Company Order for the authentication and delivery thereof and satisfaction of the other provisions of Section 2.05 of the Original Indenture. Such order shall specify the amount of the 5.90% Senior Notes due 2013 to be authenticated, the date on which the original issue of 5.90% Senior Notes due 2013 is to be authenticated, and the name or names of the initial Holder or Holders. The aggregate principal amount of 5.90% Senior Notes due 2013 that may be outstanding at any time may not exceed $237,600,000 plus such additional principal amounts as may be issued and authenticated pursuant to clause (ii) of this paragraph (except as provided in Section 2.09 of the Original Indenture).

The principal amount of each 5.90% Senior Note due 2013 shall be payable on April 15, 2013. Each 5.90% Senior Note due 2013 shall bear interest from and including October 15, 2009, or from and including the most recent date to which interest has been paid, at the fixed rate of 5.90% per annum. The dates on which interest on the 5.90% Senior Notes due 2013 shall be payable shall be April 15 and October 15 of each year, commencing April 15, 2010, in the case of the 5.90% Original Notes (the "5.90% Interest Payment Dates"). The regular record date for interest payable on the 5.90% Senior Notes due 2013 on any 5.90% Interest Payment Date shall be April 1 or October 1 (the "5.90% Regular Record Date"), as the case may be, preceding such 5.90% Interest Payment Date.

Payments of principal of, premium, if any, and interest due on the 5.90% Senior Note due 2013 representing Book-Entry Notes on any 5.90% Interest Payment Date or at maturity will be made available to the Trustee by 11:00 a.m., New York City time, on such date, unless such date falls on a day which is not a Business Day, in which case such payments will be made available to the Trustee by 11:00 a.m., New York City time, on the next Business Day. As soon as possible thereafter, the Trustee will make such payments to the Depositary.

(4) *6.65% Senior Notes due 2018*. The 6.65% Senior Notes due 2018 shall be entitled the "6.65% Senior Notes due 2018." The Trustee shall authenticate and deliver (i) the 6.65% Senior Notes due 2018 for original issue on the date hereof (the "6.65% Original Notes") in the aggregate principal amount of $349,690,000 and (ii) additional 6.65% Senior Notes due 2018 for original issue from time to time after the date hereof in such principal amounts as may be specified in the Company Order described in this sentence, provided that no such additional 6.65% Senior Notes due 2018 may be issued at a price that would cause such 6.65% Senior Notes due 2018 to have "original issue discount" within the meaning of the Internal Revenue Code of 1986, as amended, in each case upon a Company Order for the authentication and delivery thereof and satisfaction of the other provisions of Section 2.05 of the Original Indenture. Such order shall specify the amount of the 6.65% Senior Notes due 2018 to be authenticated, the date on which the original issue of 6.65% Senior Notes due 2018 is to be authenticated, and the name or names of the initial Holder or Holders. The aggregate principal amount of 6.65% Senior Notes due 2018 that may be outstanding at any time may not exceed $349,690,000 plus such additional principal amounts as may be issued and authenticated pursuant to clause (ii) of this paragraph (except as provided in Section 2.09 of the Original Indenture).

The principal amount of each 6.65% Senior Note due 2018 shall be payable on April 15, 2018. Each 6.65% Senior Note due 2018 shall bear interest from and including October 15, 2009, or from and including the most recent date to which interest has been paid, at the fixed rate of 6.65% per annum. The dates on which interest on the 6.65% Senior Notes due 2018 shall be payable shall be April 15 and October 15 of each year, commencing April 15, 2010, in the case of the 6.65% Original Notes (the "6.65% Interest Payment Dates"). The regular record date for interest payable on the 6.65% Senior Notes due 2018 on any 6.65% Interest Payment Date shall be April 1 or October 1 (the "6.65% Regular Record Date"), as the case may be, preceding such 6.65% Interest Payment Date.

Payments of principal of, premium, if any, and interest due on the 6.65% Senior Note due 2018 representing Book-Entry Notes on any 6.65% Interest Payment Date or at maturity will be made available to the Trustee by 11:00 a.m., New York City time, on such date, unless such date falls on a day which is not a Business Day, in which case such payments will be made available to the Trustee by 11:00 a.m., New York City time, on the next Business Day. As soon as possible thereafter, the Trustee will make such payments to the Depositary.

(5) *7.55% Senior Notes due 2038*. The 7.55% Senior Notes due 2038 shall be entitled the "7.55% Senior Notes due 2038." The Trustee shall authenticate and deliver (i) the 7.55% Senior Notes due 2038 for original issue on the date hereof (the "7.55% Original Notes") in the aggregate principal amount of $399,575,000 and (ii) additional 7.55% Senior Notes due 2038 for original issue from time to time after the date hereof in such principal amounts as may be specified in the Company Order described in this sentence, provided that no such additional 7.55% Senior Notes due 2038 may be issued at a price that would cause such 7.55% Senior Notes due 2038 to have "original issue discount" within the meaning of the Internal Revenue Code of 1986, as amended, in each case upon a Company Order for the authentication and delivery thereof and satisfaction of the other provisions of Section 2.05 of the Original Indenture. Such order shall specify the amount of the 7.55% Senior Notes due 2038 to be authenticated, the date on which the original issue of 7.55% Senior Notes due 2038 is to be authenticated, and the name or names of the initial Holder or Holders. The aggregate principal amount of 7.55% Senior Notes due 2038 that may be outstanding at any time may not exceed $399,575,000 plus such additional principal amounts as may be issued and authenticated pursuant to clause (ii) of this paragraph (except as provided in Section 2.09 of the Original Indenture).

The principal amount of each 7.55% Senior Note due 2038 shall be payable on April 15, 2038. Each 7.55% Senior Note due 2038 shall bear interest from and including October 15, 2009, or from and including the most recent date to which interest has been paid, at the fixed rate of 7.55% per annum. The dates on which interest on the 7.55% Senior Notes due 2038 shall be payable shall be April 15 and October 15 of each year, commencing April 15, 2010, in the case of the 7.55% Original Notes (the "7.55% Interest Payment Dates"). The regular record date for interest payable on the 7.55% Senior Notes due 2038 on any 7.55% Interest Payment Date shall be April 1 or October 1 (the "7.55% Regular Record Date"), as the case may be, preceding such 7.55% Interest Payment Date.

Payments of principal of, premium, if any, and interest due on the 7.55% Senior Note due 2038 representing Book-Entry Notes on any 7.55% Interest Payment Date or at maturity will be made available to the Trustee by 11:00 a.m., New York City time, on such date, unless such date

falls on a day which is not a Business Day, in which case such payments will be made available to the Trustee by 11:00 a.m., New York City time, on the next Business Day. As soon as possible thereafter, the Trustee will make such payments to the Depositary.

SECTION 1.3 *Registrar and Paying Agent*.

The Issuer initially appoints the Trustee as Registrar and paying agent with respect to the Notes. The office or agency in the City and State of New York where Notes may be presented for registration of transfer or exchange and the Place of Payment for the Notes shall initially be the corporate trust office of the Trustee located at 45 Broadway, 14th Floor, New York, New York 10006.

SECTION 1.4 *Transfer and Exchange*.

The transfer and exchange of Book-Entry Notes or beneficial interests therein shall be effected through the Depositary, in accordance with Section 2.15 of the Original Indenture and the rules and procedures of the Depositary therefor.

SECTION 1.5 *Guarantee of the Notes*.

In accordance with Article XIV of the Original Indenture, the Notes will be fully, unconditionally and absolutely guaranteed on an unsecured, unsubordinated basis by the Parent Guarantor. Initially, there will be no Subsidiary Guarantors.

SECTION 1.6 *Defeasance and Discharge*.

The Notes shall be subject to satisfaction and discharge and to both legal defeasance and covenant defeasance as contemplated by Article XI of the Original Indenture.

SECTION 1.7 *Amendment to Section 4.12 of the Original Indenture*.

The last paragraph of Section 4.12 of the Original Indenture is hereby amended and restated in relation solely to the Notes to read as follows:

"Notwithstanding the foregoing provisions of this Section, the Parent Guarantor may, and may permit any Subsidiary to, effect any Sale/Leaseback Transaction that is not excepted by clauses (a) through (d), inclusive, of this Section, provided that the Attributable Indebtedness from such Sale/Leaseback Transaction, together with the aggregate principal amount of all other such Attributable Indebtedness deemed to be outstanding and all outstanding Indebtedness (other than the Debt Securities) secured by liens, other than Permitted Liens, upon Principal Properties or upon any capital stock of any Restricted Subsidiary, do not exceed 10% of Consolidated Net Tangible Assets."

SECTION 1.8 *Amendment to Section 4.13 of the Original Indenture*.

The last sentence of Section 4.13 of the Original Indenture is hereby amended and restated in relation solely to the Notes to read as follows:

"Notwithstanding the foregoing, the Parent Guarantor may, and may permit any Subsidiary to, create, assume, incur or suffer to exist any lien, other than a Permitted Lien, upon any Principal Property or upon any capital stock of any Restricted Subsidiary to secure Indebtedness of the Parent Guarantor, the Company or any other Person (other than the Debt Securities), without in any such case making effective provision whereby all the Debt Securities Outstanding under this Indenture are secured equally and ratably with, or prior to, such Indebtedness so long as such Indebtedness is secured; provided that the aggregate principal amount of all Indebtedness then outstanding secured by such lien and all similar liens, together with the aggregate amount of Attributable Indebtedness deemed to be outstanding in respect of all Sale/Leaseback Transactions (exclusive of any such Sale/Leaseback Transactions otherwise permitted under clauses (a) through (d) of Section 4.12), does not exceed 10% of Consolidated Net Tangible Assets."

ARTICLE II
REDEMPTION

SECTION 2.1 *Redemption.*

The Issuer shall have no obligation to redeem, purchase or repay the Notes pursuant to any mandatory redemption, sinking fund or analogous provisions or at the option of a Holder thereof. The Issuer, at its option, may redeem the Notes in accordance with the provisions of paragraph 5 of the Notes and Article III of the Original Indenture.

ARTICLE III
MISCELLANEOUS PROVISIONS

SECTION 3.1 *Table of Contents, Headings, etc.*

The table of contents and headings of the Articles and Sections of this Seventeenth Supplemental Indenture have been inserted for convenience of reference only, are not to be considered a part hereof and shall in no way modify or restrict any of the terms or provisions hereof.

SECTION 3.2 *Counterpart Originals*.

The parties may sign any number of copies of this Seventeenth Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement.

SECTION 3.3 *Governing Law*.

THIS SEVENTEENTH SUPPLEMENTAL INDENTURE AND THE NOTES SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the parties hereto have caused this Seventeenth Supplemental Indenture to be duly executed as of the day and year first above written.

ENTERPRISE PRODUCTS OPERATING LLC,
as Issuer

By: Enterprise Products OLPGP, Inc.,
its sole manager

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

ENTERPRISE PRODUCTS PARTNERS L.P.,
as Parent Guarantor

By: Enterprise Products GP, LLC,
its General Partner

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

WELLS FARGO BANK,
NATIONAL ASSOCIATION,
as Trustee

By: /s/ Patrick T. Giordano
Name: Patrick T. Giordano
Title: Vice President

Exhibit A

FORM OF NOTE

[FACE OF SECURITY**]**

[UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY ("DTC") (55 WATER STREET, NEW YORK, NEW YORK 10041) TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR SUCH OTHER NAME AS MAY BE REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR SUCH OTHER ENTITY AS MAY BE REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.**]***

[TRANSFERS OF THIS GLOBAL SECURITY SHALL BE LIMITED TO TRANSFERS IN WHOLE, BUT NOT IN PART, TO NOMINEES OF DTC OR TO A SUCCESSOR THEREOF OR SUCH SUCCESSOR'S NOMINEE AND TRANSFERS OF PORTIONS OF THIS GLOBAL SECURITY SHALL BE LIMITED TO TRANSFERS MADE IN ACCORDANCE WITH THE RESTRICTIONS SET FORTH IN THE INDENTURE REFERRED TO HEREIN.**]***

Principal Amount

No. _____

$ **[**which amount may be increased or decreased by the Schedule of Increases and Decreases in Global Security attached hereto. **]***

ENTERPRISE PRODUCTS OPERATING LLC

7.625% SENIOR NOTE DUE 2012

CUSIP _____

ENTERPRISE PRODUCTS OPERATING LLC, a Texas limited liability company (the "Company," which term includes any successor under the Indenture hereinafter referred to), for value received, hereby promises to pay to **[**Cede & Co.**]*** or its registered assigns, the principal sum of _____ ($_____) U.S. dollars, **[**or such greater or lesser principal sum as is shown on the attached Schedule of Increases and Decreases in Global Security**]***, on February 15, 2012 in such coin and currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts, and to pay interest at an annual rate of 7.625% payable on February 15 and August 15 of each year, to the person in

* To be included in a Book-Entry Note.

whose name the Security (as defined on the reverse side of this security) is registered at the close of business on the record date for such interest, which shall be the preceding February 1 and August 1 (each, a "Regular Record Date"), respectively, payable commencing on February 15, 2010, with interest accruing from and including August 15, 2009, or from and including the most recent date to which interest shall have been paid.

Reference is made to the further provisions of this Security set forth on the reverse hereof. Such further provisions shall for all purposes have the same effect as though fully set forth at this place.

The statements in the legends set forth in this Security are an integral part of the terms of this Security and by acceptance hereof the Holder of this Security agrees to be subject to, and bound by, the terms and provisions set forth in each such legend.

This Security is issued in respect of a series of Debt Securities of an initial aggregate of $490,467,000 in principal amount designated as the 7.625% Senior Notes due 2012 of the Company and is governed by the Indenture dated as of October 4, 2004 (the "Original Indenture"), duly executed and delivered by the Company, as issuer, and Enterprise Products Partners L.P., as parent guarantor (the "Parent Guarantor"), to Wells Fargo Bank, National Association, as trustee (the "Trustee"), as amended by the Tenth Supplemental Indenture, dated as of June 30, 2007, providing for the Company as the successor issuer (the "Tenth Supplemental Indenture"), and the Seventeenth Supplemental Indenture dated as of October 27, 2009, duly executed by the Company, the Parent Guarantor and the Trustee (the "Seventeenth Supplemental Indenture", and together with the Original Indenture and the Tenth Supplemental Indenture, the "Indenture"). The terms of the Indenture are incorporated herein by reference. This Security shall in all respects be entitled to the same benefits as definitive Debt Securities under the Indenture.

If and to the extent any provision of the Indenture limits, qualifies or conflicts with any other provision of the Indenture that is required to be included in the Indenture or is deemed applicable to the Indenture by virtue of the provisions of the Trust Indenture Act of 1939, as amended (the "TIA"), such required provision shall control.

The Company hereby irrevocably undertakes to the Holder hereof to exchange this Security in accordance with the terms of the Indenture without charge.

This Security shall not be valid or become obligatory for any purpose until the Trustee's Certificate of Authentication hereon shall have been manually signed by the Trustee under the Indenture.

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed by its sole manager.

Dated: October 27, 2009

ENTERPRISE PRODUCTS OPERATING LLC

By: Enterprise Products OLPGP, Inc.,
its sole manager

By: _____
Name: W. Randall Fowler
Title: Executive Vice President and
Chief Financial Officer

TRUSTEE'S CERTIFICATE OF AUTHENTICATION:

This is one of the Debt Securities of the series designated herein referred to in the within-mentioned Indenture.

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Trustee

By: _____
Authorized Signatory

[REVERSE OF SECURITY**]**
ENTERPRISE PRODUCTS OPERATING LLC

7.625% SENIOR NOTE DUE 2012

This Security is one of a duly authorized issue of debentures, notes or other evidences of indebtedness of the Company (the "Debt Securities") of the series hereinafter specified, all issued or to be issued under and pursuant to the Indenture, to which Indenture reference is hereby made for a description of the rights, limitations of rights, obligations, duties and immunities thereunder of the Trustee, the Company, the Parent Guarantor and the Holders of the Debt Securities. The Debt Securities may be issued in one or more series, which different series may be issued in various aggregate principal amounts, may mature at different times, may bear interest (if any) at different rates, may be subject to different sinking, purchase or analogous funds (if any) and may otherwise vary as provided in the Indenture. This Security is one of a series designated as the 7.625% Senior Notes due 2012 of the Company, in initial aggregate principal amount of $490,467,000 (the "Securities").

Interest.

The Company promises to pay interest on the principal amount of this Security at the rate of 7.625% per annum.

The Company will pay interest semi-annually on February 15 and August 15 of each year (each an "Interest Payment Date"), commencing February 15, 2010. Interest on the Securities will accrue from and including the most recent date to which interest has been paid or, if no interest has been paid on the Securities, from and including August 15, 2009. Interest will be computed on the basis of a 360-day year consisting of twelve 30-day months. The Company shall pay interest (including post-petition interest in any proceeding under any applicable bankruptcy laws) on overdue installments of interest (without regard to any applicable grace period) and on overdue principal and premium, if any, from time to time on demand at the same rate per annum, in each case to the extent lawful.

Method of Payment.

The Company shall pay interest on the Securities (except Defaulted Interest) to the persons who are the registered Holders at the close of business on the Regular Record Date immediately preceding the Interest Payment Date. Any such interest not so punctually paid or duly provided for ("Defaulted Interest") may be paid to the persons who are registered Holders at the close of business on a special record date for the payment of such Defaulted Interest, or in any other lawful manner not inconsistent with the requirements of any securities exchange on which such Securities may then be listed if such manner of payment shall be deemed practicable by the Trustee, as more fully provided in the Indenture. The Company shall pay principal, premium, if any, and interest in such coin or currency of the United States of America as at the time of payment shall be legal tender for payment of public and private debts. Payments in respect of a Global Security (including principal, premium, if any, and interest) will be made by wire transfer of immediately available funds to the accounts specified by the Depositary. Payments in respect of Securities in definitive form (including principal, premium, if any, and

interest) will be made at the office or agency of the Company maintained for such purpose within The City of New York, which initially will be the corporate trust office of Wells Fargo Bank, National Association at 45 Broadway, 14th Floor, New York, New York 10006, or, at the option of the Company, payment of interest may be made by check mailed to the Holders on the relevant record date at their addresses set forth in the Debt Security Register of Holders or at the option of the Holder, payment of interest on Securities in definitive form will be made by wire transfer of immediately available funds to any account maintained in the United States, provided such Holder has requested such method of payment and provided timely wire transfer instructions to the paying agent. The Holder must surrender this Security to a paying agent to collect payment of principal.

Paying Agent and Registrar.

Initially, Wells Fargo Bank, National Association will act as paying agent and Registrar. The Company may change any paying agent or Registrar at any time upon notice to the Trustee and the Holders. The Company may act as paying agent.

Indenture.

This Security is one of a duly authorized issue of Debt Securities of the Company issued and to be issued in one or more series under the Indenture.

Capitalized terms herein are used as defined in the Indenture unless otherwise defined herein. The terms of the Securities include those stated in the Original Indenture, those made part of the Indenture by reference to the TIA, as in effect on the date of the Original Indenture, and those terms stated in the Seventeenth Supplemental Indenture. The Securities are subject to all such terms, and Holders of Securities are referred to the Original Indenture, the Seventeenth Supplemental Indenture and the TIA for a statement of them. The Securities of this series are general unsecured obligations of the Company limited to an initial aggregate principal amount of $490,467,000; *provided, however*, that the authorized aggregate principal amount of such series may be increased from time to time as provided in the Seventeenth Supplemental Indenture.

Optional Redemption.

The Securities are redeemable, at the option of the Company, at any time in whole, or from time to time in part, at a redemption price (the “Make-Whole Price”) equal to the greater of: (i) 100% of the principal amount of the Securities to be redeemed; or (ii) the sum of the present values of the remaining scheduled payments of principal and interest (at the rate in effect on the date of calculation of the redemption price) on the Securities to be redeemed (exclusive of interest accrued to the Redemption Date) discounted to the Redemption Date on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the applicable Treasury Yield plus 35 basis points; plus, in either case, accrued interest to the Redemption Date.

The actual Make-Whole Price, calculated as provided above, shall be calculated and certified to the Trustee and the Company by the Independent Investment Banker. For purposes of determining the Make-Whole Price, the following definitions are applicable:

"Treasury Yield" means, with respect to any Redemption Date applicable to the Securities, the rate per annum equal to the semi-annual equivalent yield to maturity (computed as of the third Business Day immediately preceding such Redemption Date) of the Comparable Treasury Issue, assuming a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the applicable Comparable Treasury Price for the Redemption Date.

"Comparable Treasury Issue" means the United States Treasury security selected by the Independent Investment Banker as having a maturity comparable to the remaining term of the Securities to be redeemed that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining terms of the Securities to be redeemed; *provided, however,* that if no maturity is within three months before or after the maturity date for the Securities, yields for the two published maturities most closely corresponding to such United States Treasury security will be determined and the treasury rate will be interpolated or extrapolated from those yields on a straight line basis rounding to the nearest month.

"Independent Investment Banker" means any of Citigroup Global Markets Inc., J.P. Morgan Securities Inc., UBS Securities LLC and Wachovia Capital Markets, LLC and their respective successors, or, if no such firm is willing and able to select the applicable Comparable Treasury Issue, an independent investment banking institution of national standing appointed by the Trustee and reasonably acceptable to the Company.

"Comparable Treasury Price" means, with respect to any Redemption Date, (a) the average of the Reference Treasury Dealer Quotations for the Redemption Date, after excluding the highest and lowest Reference Treasury Dealer Quotations, or (b) if the Independent Investment Banker obtains fewer than five Reference Treasury Dealer Quotations, the average of all such quotations.

"Reference Treasury Dealer" means (a) each of Citigroup Global Markets Inc., J.P. Morgan Securities Inc., UBS Securities LLC and Wachovia Capital Markets, LLC and their respective successors, and (b) one other primary U.S. government securities dealer in New York City selected by the Independent Investment Banker (each, a "Primary Treasury Dealer"); *provided*, *however*, that if any of the foregoing shall cease to be a Primary Treasury Dealer, the Company will substitute therefor another Primary Treasury Dealer.

"Reference Treasury Dealer Quotations" means, with respect to each Reference Treasury Dealer and any Redemption Date for the Securities, an average, as determined by an Independent Investment Banker, of the bid and asked prices for the Comparable Treasury Issue for the Securities (expressed in each case as a percentage of its principal amount) quoted in writing to an Independent Investment Banker by such Reference Treasury Dealer at 5:00 p.m., New York City time, on the third Business Day preceding such Redemption Date.

Except as set forth above, the Securities will not be redeemable prior to their Stated Maturity and will not be entitled to the benefit of any sinking fund.

Securities called for optional redemption become due on the Redemption Date. Notices of optional redemption will be mailed at least 30 but not more than 60 days before the Redemption Date to each Holder of the Securities to be redeemed at its registered address. The notice of optional redemption for the Securities will state, among other things, the amount of Securities to be redeemed, the Redemption Date, the method of calculating such redemption price and the place(s) that payment will be made upon presentation and surrender of Securities to be redeemed. Unless the Company defaults in payment of the redemption price, interest will cease to accrue on the Redemption Date with respect to any Securities that have been called for optional redemption. If less than all the Securities are redeemed at any time, the Trustee will select the Securities to be redeemed on a pro rata basis or by any other method the Trustee deems fair and appropriate.

The Securities may be redeemed in part in multiplies of $1,000 only. Any such redemption will also comply with Article III of the Indenture.

Denominations; Transfer; Exchange.

The Securities are to be issued in registered form, without coupons, in denominations of $1,000 and integral multiples of $1,000 in excess thereof. A Holder may register the transfer of, or exchange, Securities in accordance with the Indenture. The Registrar may require a Holder, among other things, to furnish appropriate endorsements and transfer documents and to pay any taxes and fees required by law or permitted by the Indenture.

Person Deemed Owners.

The registered Holder of a Security may be treated as the owner of it for all purposes.

Amendment; Supplement; Waiver.

Subject to certain exceptions, the Indenture may be amended or supplemented, and any existing Event of Default or compliance with any provision may be waived, with the consent of the Holders of a majority in principal amount of the Outstanding Debt Securities of each series affected. Without consent of any Holder of a Security, the parties thereto may amend or supplement the Indenture to, among other things, cure any ambiguity or omission, to correct any defect or inconsistency, or to make any other change that does not adversely affect the rights of any Holder of a Security. Any such consent or waiver by the Holder of this Security (unless revoked as provided in the Indenture) shall be conclusive and binding upon such Holder and upon all future Holders and owners of this Security and any Securities which may be issued in exchange or substitution herefor, irrespective of whether or not any notation thereof is made upon this Security or such other Securities.

Defaults and Remedies.

Certain events of bankruptcy or insolvency are Events of Default that will result in the principal amount of the Securities, together with premium, if any, and accrued and unpaid

interest thereon, becoming due and payable immediately upon the occurrence of such Events of Default. If any other Event of Default with respect to the Securities occurs and is continuing, then in every such case the Trustee or the Holders of not less than 25% in aggregate principal amount of the Securities then Outstanding may declare the principal amount of all the Securities, together with premium, if any, and accrued and unpaid interest thereon, to be due and payable immediately in the manner and with the effect provided in the Indenture. Notwithstanding the preceding sentence, however, if at any time after such a declaration of acceleration has been made, the Holders of a majority in principal amount of the Outstanding Securities, by written notice to the Trustee, may rescind such declaration and annul its consequences if the rescission would not conflict with any judgment or decree of a court already rendered and if all Events of Default with respect to the Securities, other than the nonpayment of the principal, premium, if any, or interest which has become due solely by such declaration acceleration, shall have been cured or shall have been waived. No such rescission shall affect any subsequent default or shall impair any right consequent thereon. Holders of Securities may not enforce the Indenture or the Securities except as provided in the Indenture. The Trustee may require indemnity or security satisfactory to it before it enforces the Indenture or the Securities. Subject to certain limitations, Holders of a majority in aggregate principal amount of the Securities then Outstanding may direct the Trustee in its exercise of any trust or power with respect to the Securities.

Trustee Dealings with Company.

The Trustee under the Indenture, in its individual or any other capacity, may make loans to, accept deposits from, and perform services for the Company or its Affiliates or any subsidiary of the Company's Affiliates, and may otherwise deal with the Company or its Affiliates as if it were not the Trustee.

Authentication.

This Security shall not be valid until the Trustee signs the certificate of authentication on the other side of this Security.

Abbreviations and Defined Terms.

Customary abbreviations may be used in the name of a Holder of a Security or an assignee, such as: TEN COM (tenant in common), TEN ENT (tenants by the entireties), JT TEN (joint tenants with right of survivorship and not as tenants in common), CUST (Custodian), and U/G/M/A (Uniform Gifts to Minors Act).

CUSIP Numbers.

Pursuant to a recommendation promulgated by the Committee on Uniform Note Identification Procedures, the Company has caused CUSIP numbers to be printed on the Securities as a convenience to the Holders of the Securities. No representation is made as to the accuracy of such number as printed on the Securities and reliance may be placed only on the other identification numbers printed hereon.

Absolute Obligation.

No reference herein to the Indenture and no provision of this Security or the Indenture shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of, premium, if any, and interest on this Security in the manner, at the respective times, at the rate and in the coin or currency herein prescribed.

No Recourse.

The general partner of the Parent Guarantor and its directors, officers, employees and members, as such, shall have no liability for any obligations of any Guarantor or the Issuer under the Securities, the Indenture or any Guarantee or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder by accepting the Securities waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Securities.

Governing Law.

This Security shall be construed in accordance with and governed by the laws of the State of New York.

Guarantee.

The Securities are fully and unconditionally guaranteed on an unsecured, unsubordinated basis by the Parent Guarantor as set forth in Article XIV of the Indenture, as noted in the Notation of Guarantee to this Security, and under certain circumstances set forth in the Original Indenture one or more Subsidiaries of the Parent Guarantor may be required to join in such guarantee.

Reliance.

The Holder, by accepting this Security, acknowledges and affirms that (i) it has purchased the Security in reliance upon the separateness of Parent Guarantor and the general partner of Parent Guarantor from each other and from any other Persons, including EPCO, Inc., and (ii) Parent Guarantor and the general partner of Parent Guarantor have assets and liabilities that are separate from those of other Persons, including EPCO, Inc.

NOTATION OF GUARANTEE

The Parent Guarantor (which term includes any successor Person under the Indenture), has fully, unconditionally and absolutely guaranteed, to the extent set forth in the Indenture and subject to the provisions in the Indenture, the due and punctual payment of the principal of, and premium, if any, and interest on the Securities and all other amounts due and payable under the Indenture and the Securities by the Company.

The obligations of the Parent Guarantor to the Holders of Securities and to the Trustee pursuant to its Guarantee and the Indenture are expressly set forth in Article XIV of the Indenture and reference is hereby made to the Indenture for the precise terms of the Guarantee.

ENTERPRISE PRODUCTS PARTNERS L.P.

By: Enterprise Products GP, LLC,
its General Partner

By: _____
Name: W. Randall Fowler
Title: Executive Vice President and
Chief Financial Officer

ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of this instrument, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM	—	as tenants in common	UNIF GIFT MIN ACT —	_____ (Cust.)
TEN ENT	—	as tenants by entireties	Custodian for:	_____ (Minor)
JT TEN	—	as joint tenants with right of survivorship and not as tenants in common	under Uniform Gifts to Minors Act of	_____ (State)

Additional abbreviations may also be used though not in the above list.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sell(s), assign(s) and transfer(s) unto

PLEASE INSERT SOCIAL SECURITY OR OTHER
IDENTIFYING NUMBER OF ASSIGNEE

_____

_____

Please print or type name and address including postal zip code of assignee

_____

_____

the within Security and all rights thereunder, hereby irrevocably constituting and appointing

_____

to transfer said Security on the books of the Company, with full power of substitution in the premises.

Dated _____ _____

Registered Holder

SCHEDULE OF INCREASES OR DECREASES IN GLOBAL SECURITY*

The following increases or decreases in this Global Security have been made:

Date of Exchange	Amount of Decrease in Principal Amount of this Global Security	Amount of Increase in Principal Amount of this Global Security	Principal Amount of this Global Security following such decrease (or increase)	Signature of authorized officer of Trustee or Depositary

* To be included in a Book-Entry Note.

Exhibit B

FORM OF NOTE

[FACE OF SECURITY**]**

[UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY ("DTC") (55 WATER STREET, NEW YORK, NEW YORK 10041) TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR SUCH OTHER NAME AS MAY BE REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR SUCH OTHER ENTITY AS MAY BE REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.**]***

[TRANSFERS OF THIS GLOBAL SECURITY SHALL BE LIMITED TO TRANSFERS IN WHOLE, BUT NOT IN PART, TO NOMINEES OF DTC OR TO A SUCCESSOR THEREOF OR SUCH SUCCESSOR'S NOMINEE AND TRANSFERS OF PORTIONS OF THIS GLOBAL SECURITY SHALL BE LIMITED TO TRANSFERS MADE IN ACCORDANCE WITH THE RESTRICTIONS SET FORTH IN THE INDENTURE REFERRED TO HEREIN.**]***

Principal Amount

No. _____

$ **[**which amount may be increased or decreased by the Schedule of Increases and Decreases in Global Security attached hereto. **]***

ENTERPRISE PRODUCTS OPERATING LLC

6.125% SENIOR NOTE DUE 2013

CUSIP _____

ENTERPRISE PRODUCTS OPERATING LLC, a Texas limited liability company (the "Company," which term includes any successor under the Indenture hereinafter referred to), for value received, hereby promises to pay to **[**Cede & Co.**]*** or its registered assigns, the principal sum of _____ ($_____) U.S. dollars, **[**or such greater or lesser principal sum as is shown on the attached Schedule of Increases and Decreases in Global Security**]***, on February 1, 2013 in such coin and currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts, and to pay interest at an annual rate of 6.125% payable on February 1 and August 1 of each year, to the person in

* To be included in a Book-Entry Note.

whose name the Security (as defined on the reverse side of this security) is registered at the close of business on the record date for such interest, which shall be the preceding January 15 and July 15 (each, a "Regular Record Date"), respectively, payable commencing on February 1, 2010, with interest accruing from and including August 1, 2009, or from and including the most recent date to which interest shall have been paid.

Reference is made to the further provisions of this Security set forth on the reverse hereof. Such further provisions shall for all purposes have the same effect as though fully set forth at this place.

The statements in the legends set forth in this Security are an integral part of the terms of this Security and by acceptance hereof the Holder of this Security agrees to be subject to, and bound by, the terms and provisions set forth in each such legend.

This Security is issued in respect of a series of Debt Securities of an initial aggregate of $182,560,000 in principal amount designated as the 6.125% Senior Notes due 2013 of the Company and is governed by the Indenture dated as of October 4, 2004 (the "Original Indenture"), duly executed and delivered by the Company, as issuer, and Enterprise Products Partners L.P., as parent guarantor (the "Parent Guarantor"), to Wells Fargo Bank, National Association, as trustee (the "Trustee"), as amended by the Tenth Supplemental Indenture, dated as of June 30, 2007, providing for the Company as the successor issuer (the "Tenth Supplemental Indenture"), and the Seventeenth Supplemental Indenture dated as of October 27, 2009, duly executed by the Company, the Parent Guarantor and the Trustee (the "Seventeenth Supplemental Indenture", and together with the Original Indenture and the Tenth Supplemental Indenture, the "Indenture"). The terms of the Indenture are incorporated herein by reference. This Security shall in all respects be entitled to the same benefits as definitive Debt Securities under the Indenture.

If and to the extent any provision of the Indenture limits, qualifies or conflicts with any other provision of the Indenture that is required to be included in the Indenture or is deemed applicable to the Indenture by virtue of the provisions of the Trust Indenture Act of 1939, as amended (the "TIA"), such required provision shall control.

The Company hereby irrevocably undertakes to the Holder hereof to exchange this Security in accordance with the terms of the Indenture without charge.

This Security shall not be valid or become obligatory for any purpose until the Trustee's Certificate of Authentication hereon shall have been manually signed by the Trustee under the Indenture.

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed by its sole manager.

Dated: October 27, 2009

ENTERPRISE PRODUCTS OPERATING LLC

By: Enterprise Products OLPGP, Inc.,
its sole manager

By: _____
Name: W. Randall Fowler
Title: Executive Vice President and
Chief Financial Officer

TRUSTEE'S CERTIFICATE OF AUTHENTICATION:

This is one of the Debt Securities of the series designated herein referred to in the within-mentioned Indenture.

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Trustee

By: _____
Authorized Signatory

[REVERSE OF SECURITY**]**
ENTERPRISE PRODUCTS OPERATING LLC

6.125% SENIOR NOTE DUE 2013

This Security is one of a duly authorized issue of debentures, notes or other evidences of indebtedness of the Company (the "Debt Securities") of the series hereinafter specified, all issued or to be issued under and pursuant to the Indenture, to which Indenture reference is hereby made for a description of the rights, limitations of rights, obligations, duties and immunities thereunder of the Trustee, the Company, the Parent Guarantor and the Holders of the Debt Securities. The Debt Securities may be issued in one or more series, which different series may be issued in various aggregate principal amounts, may mature at different times, may bear interest (if any) at different rates, may be subject to different sinking, purchase or analogous funds (if any) and may otherwise vary as provided in the Indenture. This Security is one of a series designated as the 6.125% Senior Notes due 2013 of the Company, in initial aggregate principal amount of $182,560,000 (the "Securities").

Interest.

The Company promises to pay interest on the principal amount of this Security at the rate of 6.125% per annum.

The Company will pay interest semi-annually on February 1 and August 1 of each year (each an "Interest Payment Date"), commencing February 1, 2010. Interest on the Securities will accrue from and including the most recent date to which interest has been paid or, if no interest has been paid on the Securities, from and including August 1, 2009. Interest will be computed on the basis of a 360-day year consisting of twelve 30-day months. The Company shall pay interest (including post-petition interest in any proceeding under any applicable bankruptcy laws) on overdue installments of interest (without regard to any applicable grace period) and on overdue principal and premium, if any, from time to time on demand at the same rate per annum, in each case to the extent lawful.

Method of Payment.

The Company shall pay interest on the Securities (except Defaulted Interest) to the persons who are the registered Holders at the close of business on the Regular Record Date immediately preceding the Interest Payment Date. Any such interest not so punctually paid or duly provided for ("Defaulted Interest") may be paid to the persons who are registered Holders at the close of business on a special record date for the payment of such Defaulted Interest, or in any other lawful manner not inconsistent with the requirements of any securities exchange on which such Securities may then be listed if such manner of payment shall be deemed practicable by the Trustee, as more fully provided in the Indenture. The Company shall pay principal, premium, if any, and interest in such coin or currency of the United States of America as at the time of payment shall be legal tender for payment of public and private debts. Payments in respect of a Global Security (including principal, premium, if any, and interest) will be made by wire transfer of immediately available funds to the accounts specified by the Depositary. Payments in respect of Securities in definitive form (including principal, premium, if any, and

interest) will be made at the office or agency of the Company maintained for such purpose within The City of New York, which initially will be the corporate trust office of Wells Fargo Bank, National Association at 45 Broadway, 14th Floor, New York, New York 10006, or, at the option of the Company, payment of interest may be made by check mailed to the Holders on the relevant record date at their addresses set forth in the Debt Security Register of Holders or at the option of the Holder, payment of interest on Securities in definitive form will be made by wire transfer of immediately available funds to any account maintained in the United States, provided such Holder has requested such method of payment and provided timely wire transfer instructions to the paying agent. The Holder must surrender this Security to a paying agent to collect payment of principal.

Paying Agent and Registrar.

Initially, Wells Fargo Bank, National Association will act as paying agent and Registrar. The Company may change any paying agent or Registrar at any time upon notice to the Trustee and the Holders. The Company may act as paying agent.

Indenture.

This Security is one of a duly authorized issue of Debt Securities of the Company issued and to be issued in one or more series under the Indenture.

Capitalized terms herein are used as defined in the Indenture unless otherwise defined herein. The terms of the Securities include those stated in the Original Indenture, those made part of the Indenture by reference to the TIA, as in effect on the date of the Original Indenture, and those terms stated in the Seventeenth Supplemental Indenture. The Securities are subject to all such terms, and Holders of Securities are referred to the Original Indenture, the Seventeenth Supplemental Indenture and the TIA for a statement of them. The Securities of this series are general unsecured obligations of the Company limited to an initial aggregate principal amount of $182,560,000; *provided, however*, that the authorized aggregate principal amount of such series may be increased from time to time as provided in the Seventeenth Supplemental Indenture.

Optional Redemption.

The Securities are redeemable, at the option of the Company, at any time in whole, or from time to time in part, at a redemption price (the “Make-Whole Price”) equal to the greater of: (i) 100% of the principal amount of the Securities to be redeemed; or (ii) the sum of the present values of the remaining scheduled payments of principal and interest (at the rate in effect on the date of calculation of the redemption price) on the Securities to be redeemed (exclusive of interest accrued to the Redemption Date) discounted to the Redemption Date on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the applicable Treasury Yield plus 35 basis points; plus, in either case, accrued interest to the Redemption Date.

The actual Make-Whole Price, calculated as provided above, shall be calculated and certified to the Trustee and the Company by the Independent Investment Banker. For purposes of determining the Make-Whole Price, the following definitions are applicable:

"Treasury Yield" means, with respect to any Redemption Date applicable to the Securities, the rate per annum equal to the semi-annual equivalent yield to maturity (computed as of the third Business Day immediately preceding such Redemption Date) of the Comparable Treasury Issue, assuming a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the applicable Comparable Treasury Price for the Redemption Date.

"Comparable Treasury Issue" means the United States Treasury security selected by the Independent Investment Banker as having a maturity comparable to the remaining term of the Securities to be redeemed that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining terms of the Securities to be redeemed; *provided, however,* that if no maturity is within three months before or after the maturity date for the Securities, yields for the two published maturities most closely corresponding to such United States Treasury security will be determined and the treasury rate will be interpolated or extrapolated from those yields on a straight line basis rounding to the nearest month.

"Independent Investment Banker" means any of Citigroup Global Markets Inc., J.P. Morgan Securities Inc., UBS Securities LLC and Wachovia Capital Markets, LLC and their respective successors, or, if no such firm is willing and able to select the applicable Comparable Treasury Issue, an independent investment banking institution of national standing appointed by the Trustee and reasonably acceptable to the Company.

"Comparable Treasury Price" means, with respect to any Redemption Date, (a) the average of the Reference Treasury Dealer Quotations for the Redemption Date, after excluding the highest and lowest Reference Treasury Dealer Quotations, or (b) if the Independent Investment Banker obtains fewer than five Reference Treasury Dealer Quotations, the average of all such quotations.

"Reference Treasury Dealer" means (a) each of Citigroup Global Markets Inc., J.P. Morgan Securities Inc., UBS Securities LLC and Wachovia Capital Markets, LLC and their respective successors, and (b) one other primary U.S. government securities dealer in New York City selected by the Independent Investment Banker (each, a "Primary Treasury Dealer"); *provided*, *however*, that if any of the foregoing shall cease to be a Primary Treasury Dealer, the Company will substitute therefor another Primary Treasury Dealer.

"Reference Treasury Dealer Quotations" means, with respect to each Reference Treasury Dealer and any Redemption Date for the Securities, an average, as determined by an Independent Investment Banker, of the bid and asked prices for the Comparable Treasury Issue for the Securities (expressed in each case as a percentage of its principal amount) quoted in writing to an Independent Investment Banker by such Reference Treasury Dealer at 5:00 p.m., New York City time, on the third Business Day preceding such Redemption Date.

Except as set forth above, the Securities will not be redeemable prior to their Stated Maturity and will not be entitled to the benefit of any sinking fund.

Securities called for optional redemption become due on the Redemption Date. Notices of optional redemption will be mailed at least 30 but not more than 60 days before the Redemption Date to each Holder of the Securities to be redeemed at its registered address. The notice of optional redemption for the Securities will state, among other things, the amount of Securities to be redeemed, the Redemption Date, the method of calculating such redemption price and the place(s) that payment will be made upon presentation and surrender of Securities to be redeemed. Unless the Company defaults in payment of the redemption price, interest will cease to accrue on the Redemption Date with respect to any Securities that have been called for optional redemption. If less than all the Securities are redeemed at any time, the Trustee will select the Securities to be redeemed on a pro rata basis or by any other method the Trustee deems fair and appropriate.

The Securities may be redeemed in part in multiplies of $1,000 only. Any such redemption will also comply with Article III of the Indenture.

Denominations; Transfer; Exchange.

The Securities are to be issued in registered form, without coupons, in denominations of $1,000 and integral multiples of $1,000 in excess thereof. A Holder may register the transfer of, or exchange, Securities in accordance with the Indenture. The Registrar may require a Holder, among other things, to furnish appropriate endorsements and transfer documents and to pay any taxes and fees required by law or permitted by the Indenture.

Person Deemed Owners.

The registered Holder of a Security may be treated as the owner of it for all purposes.

Amendment; Supplement; Waiver.

Subject to certain exceptions, the Indenture may be amended or supplemented, and any existing Event of Default or compliance with any provision may be waived, with the consent of the Holders of a majority in principal amount of the Outstanding Debt Securities of each series affected. Without consent of any Holder of a Security, the parties thereto may amend or supplement the Indenture to, among other things, cure any ambiguity or omission, to correct any defect or inconsistency, or to make any other change that does not adversely affect the rights of any Holder of a Security. Any such consent or waiver by the Holder of this Security (unless revoked as provided in the Indenture) shall be conclusive and binding upon such Holder and upon all future Holders and owners of this Security and any Securities which may be issued in exchange or substitution herefor, irrespective of whether or not any notation thereof is made upon this Security or such other Securities.

Defaults and Remedies.

Certain events of bankruptcy or insolvency are Events of Default that will result in the principal amount of the Securities, together with premium, if any, and accrued and unpaid

interest thereon, becoming due and payable immediately upon the occurrence of such Events of Default. If any other Event of Default with respect to the Securities occurs and is continuing, then in every such case the Trustee or the Holders of not less than 25% in aggregate principal amount of the Securities then Outstanding may declare the principal amount of all the Securities, together with premium, if any, and accrued and unpaid interest thereon, to be due and payable immediately in the manner and with the effect provided in the Indenture. Notwithstanding the preceding sentence, however, if at any time after such a declaration of acceleration has been made, the Holders of a majority in principal amount of the Outstanding Securities, by written notice to the Trustee, may rescind such declaration and annul its consequences if the rescission would not conflict with any judgment or decree of a court already rendered and if all Events of Default with respect to the Securities, other than the nonpayment of the principal, premium, if any, or interest which has become due solely by such declaration acceleration, shall have been cured or shall have been waived. No such rescission shall affect any subsequent default or shall impair any right consequent thereon. Holders of Securities may not enforce the Indenture or the Securities except as provided in the Indenture. The Trustee may require indemnity or security satisfactory to it before it enforces the Indenture or the Securities. Subject to certain limitations, Holders of a majority in aggregate principal amount of the Securities then Outstanding may direct the Trustee in its exercise of any trust or power with respect to the Securities.

Trustee Dealings with Company.

The Trustee under the Indenture, in its individual or any other capacity, may make loans to, accept deposits from, and perform services for the Company or its Affiliates or any subsidiary of the Company's Affiliates, and may otherwise deal with the Company or its Affiliates as if it were not the Trustee.

Authentication.

This Security shall not be valid until the Trustee signs the certificate of authentication on the other side of this Security.

Abbreviations and Defined Terms.

Customary abbreviations may be used in the name of a Holder of a Security or an assignee, such as: TEN COM (tenant in common), TEN ENT (tenants by the entireties), JT TEN (joint tenants with right of survivorship and not as tenants in common), CUST (Custodian), and U/G/M/A (Uniform Gifts to Minors Act).

CUSIP Numbers.

Pursuant to a recommendation promulgated by the Committee on Uniform Note Identification Procedures, the Company has caused CUSIP numbers to be printed on the Securities as a convenience to the Holders of the Securities. No representation is made as to the accuracy of such number as printed on the Securities and reliance may be placed only on the other identification numbers printed hereon.

Absolute Obligation.

No reference herein to the Indenture and no provision of this Security or the Indenture shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of, premium, if any, and interest on this Security in the manner, at the respective times, at the rate and in the coin or currency herein prescribed.

No Recourse.

The General Partner and the general partner of the Parent Guarantor and their respective directors, officers, employees and members, as such, shall have no liability for any obligations of any Guarantor or the Issuer under the Securities, the Indenture or any Guarantee or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder by accepting the Securities waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Securities.

Governing Law.

This Security shall be construed in accordance with and governed by the laws of the State of New York.

Guarantee.

The Securities are fully and unconditionally guaranteed on an unsecured, unsubordinated basis by the Parent Guarantor as set forth in Article XIV of the Indenture, as noted in the Notation of Guarantee to this Security, and under certain circumstances set forth in the Original Indenture one or more Subsidiaries of the Parent Guarantor may be required to join in such guarantee.

Reliance.

The Holder, by accepting this Security, acknowledges and affirms that (i) it has purchased the Security in reliance upon the separateness of Parent Guarantor and the general partner of Parent Guarantor from each other and from any other Persons, including EPCO, Inc., and (ii) Parent Guarantor and the general partner of Parent Guarantor have assets and liabilities that are separate from those of other Persons, including EPCO, Inc.

NOTATION OF GUARANTEE

The Parent Guarantor (which term includes any successor Person under the Indenture), has fully, unconditionally and absolutely guaranteed, to the extent set forth in the Indenture and subject to the provisions in the Indenture, the due and punctual payment of the principal of, and premium, if any, and interest on the Securities and all other amounts due and payable under the Indenture and the Securities by the Company.

The obligations of the Parent Guarantor to the Holders of Securities and to the Trustee pursuant to its Guarantee and the Indenture are expressly set forth in Article XIV of the Indenture and reference is hereby made to the Indenture for the precise terms of the Guarantee.

ENTERPRISE PRODUCTS PARTNERS L.P.

By: Enterprise Products GP, LLC,
its General Partner

By: _____
Name: W. Randall Fowler
Title: Executive Vice President and
Chief Financial Officer

ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of this instrument, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM	— as tenants in common	UNIF GIFT MIN ACT —	(Cust.)
TEN ENT	— as tenants by entireties	Custodian for:	(Minor)
JT TEN	— as joint tenants with right of survivorship and not as tenants in common	under Uniform Gifts to Minors Act of	(State)

Additional abbreviations may also be used though not in the above list.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sell(s), assign(s) and transfer(s) unto

PLEASE INSERT SOCIAL SECURITY OR OTHER
IDENTIFYING NUMBER OF ASSIGNEE

Please print or type name and address including postal zip code of assignee

the within Security and all rights thereunder, hereby irrevocably constituting and appointing

to transfer said Security on the books of the Company, with full power of substitution in the premises.

Dated

Registered Holder

SCHEDULE OF INCREASES OR DECREASES IN GLOBAL SECURITY*

The following increases or decreases in this Global Security have been made:

Date of Exchange	Amount of Decrease in Principal Amount of this Global Security	Amount of Increase in Principal Amount of this Global Security	Principal Amount of this Global Security following such decrease (or increase)	Signature of authorized officer of Trustee or Depositary

* To be included in a Book-Entry Note.

Exhibit C

FORM OF NOTE

[FACE OF SECURITY**]**

[UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY ("DTC") (55 WATER STREET, NEW YORK, NEW YORK 10041) TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR SUCH OTHER NAME AS MAY BE REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR SUCH OTHER ENTITY AS MAY BE REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.**]***

[TRANSFERS OF THIS GLOBAL SECURITY SHALL BE LIMITED TO TRANSFERS IN WHOLE, BUT NOT IN PART, TO NOMINEES OF DTC OR TO A SUCCESSOR THEREOF OR SUCH SUCCESSOR'S NOMINEE AND TRANSFERS OF PORTIONS OF THIS GLOBAL SECURITY SHALL BE LIMITED TO TRANSFERS MADE IN ACCORDANCE WITH THE RESTRICTIONS SET FORTH IN THE INDENTURE REFERRED TO HEREIN.**]***

Principal Amount

No. _____

$ **[**which amount may be
increased or decreased by the Schedule
of Increases and Decreases in Global Security attached hereto. **]***

ENTERPRISE PRODUCTS OPERATING LLC

5.90% SENIOR NOTE DUE 2013

CUSIP _____

ENTERPRISE PRODUCTS OPERATING LLC, a Texas limited liability company (the "Company," which term includes any successor under the Indenture hereinafter referred to), for value received, hereby promises to pay to **[**Cede & Co.**]*** or its registered assigns, the principal sum of _____ ($ _____) U.S. dollars, **[**or such greater or lesser principal sum as is shown on the attached Schedule of Increases and Decreases in Global Security**]***, on April 15, 2013 in such coin and currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts, and to pay interest at an annual rate of 5.90% payable on April 15 and October 15 of each year, to the person in whose

* To be included in a Book-Entry Note.

name the Security (as defined on the reverse side of this security) is registered at the close of business on the record date for such interest, which shall be the preceding April 1 and October 1 (each, a "Regular Record Date"), respectively, payable commencing on April 15, 2010, with interest accruing from and including October 15, 2009, or from and including the most recent date to which interest shall have been paid.

Reference is made to the further provisions of this Security set forth on the reverse hereof. Such further provisions shall for all purposes have the same effect as though fully set forth at this place.

The statements in the legends set forth in this Security are an integral part of the terms of this Security and by acceptance hereof the Holder of this Security agrees to be subject to, and bound by, the terms and provisions set forth in each such legend.

This Security is issued in respect of a series of Debt Securities of an initial aggregate of $237,600,000 in principal amount designated as the 5.90% Senior Notes due 2013 of the Company and is governed by the Indenture dated as of October 4, 2004 (the "Original Indenture"), duly executed and delivered by the Company, as issuer, and Enterprise Products Partners L.P., as parent guarantor (the "Parent Guarantor"), to Wells Fargo Bank, National Association, as trustee (the "Trustee"), as amended by the Tenth Supplemental Indenture, dated as of June 30, 2007, providing for the Company as the successor issuer (the "Tenth Supplemental Indenture"), and the Seventeenth Supplemental Indenture dated as of October 27, 2009, duly executed by the Company, the Parent Guarantor and the Trustee (the "Seventeenth Supplemental Indenture", and together with the Original Indenture and the Tenth Supplemental Indenture, the "Indenture"). The terms of the Indenture are incorporated herein by reference. This Security shall in all respects be entitled to the same benefits as definitive Debt Securities under the Indenture.

If and to the extent any provision of the Indenture limits, qualifies or conflicts with any other provision of the Indenture that is required to be included in the Indenture or is deemed applicable to the Indenture by virtue of the provisions of the Trust Indenture Act of 1939, as amended (the "TIA"), such required provision shall control.

The Company hereby irrevocably undertakes to the Holder hereof to exchange this Security in accordance with the terms of the Indenture without charge.

This Security shall not be valid or become obligatory for any purpose until the Trustee's Certificate of Authentication hereon shall have been manually signed by the Trustee under the Indenture.

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed by its sole manager.

Dated: October 27, 2009

ENTERPRISE PRODUCTS OPERATING LLC

By: Enterprise Products OLPGP, Inc.,
its sole manager

By: _____
Name: W. Randall Fowler
Title: Executive Vice President and
Chief Financial Officer

TRUSTEE'S CERTIFICATE OF AUTHENTICATION:

This is one of the Debt Securities of the series designated herein referred to in the within-mentioned Indenture.

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Trustee

By: _____
Authorized Signatory

[REVERSE OF SECURITY**]**
ENTERPRISE PRODUCTS OPERATING LLC

5.90% SENIOR NOTE DUE 2013

This Security is one of a duly authorized issue of debentures, notes or other evidences of indebtedness of the Company (the "Debt Securities") of the series hereinafter specified, all issued or to be issued under and pursuant to the Indenture, to which Indenture reference is hereby made for a description of the rights, limitations of rights, obligations, duties and immunities thereunder of the Trustee, the Company, the Parent Guarantor and the Holders of the Debt Securities. The Debt Securities may be issued in one or more series, which different series may be issued in various aggregate principal amounts, may mature at different times, may bear interest (if any) at different rates, may be subject to different sinking, purchase or analogous funds (if any) and may otherwise vary as provided in the Indenture. This Security is one of a series designated as the 5.90% Senior Notes due 2013 of the Company, in initial aggregate principal amount of $237,600,000 (the "Securities").

Interest.

The Company promises to pay interest on the principal amount of this Security at the rate of 5.90% per annum.

The Company will pay interest semi-annually on April 15 and October 15 of each year (each an "Interest Payment Date"), commencing April 15, 2010. Interest on the Securities will accrue from and including the most recent date to which interest has been paid or, if no interest has been paid on the Securities, from and including October 15, 2009. Interest will be computed on the basis of a 360-day year consisting of twelve 30-day months. The Company shall pay interest (including post-petition interest in any proceeding under any applicable bankruptcy laws) on overdue installments of interest (without regard to any applicable grace period) and on overdue principal and premium, if any, from time to time on demand at the same rate per annum, in each case to the extent lawful.

Method of Payment.

The Company shall pay interest on the Securities (except Defaulted Interest) to the persons who are the registered Holders at the close of business on the Regular Record Date immediately preceding the Interest Payment Date. Any such interest not so punctually paid or duly provided for ("Defaulted Interest") may be paid to the persons who are registered Holders at the close of business on a special record date for the payment of such Defaulted Interest, or in any other lawful manner not inconsistent with the requirements of any securities exchange on which such Securities may then be listed if such manner of payment shall be deemed practicable by the Trustee, as more fully provided in the Indenture. The Company shall pay principal, premium, if any, and interest in such coin or currency of the United States of America as at the time of payment shall be legal tender for payment of public and private debts. Payments in respect of a Global Security (including principal, premium, if any, and interest) will be made by wire transfer of immediately available funds to the accounts specified by the Depositary. Payments in respect of Securities in definitive form (including principal, premium, if any, and

interest) will be made at the office or agency of the Company maintained for such purpose within The City of New York, which initially will be the corporate trust office of Wells Fargo Bank, National Association at 45 Broadway, 14th Floor, New York, New York 10006, or, at the option of the Company, payment of interest may be made by check mailed to the Holders on the relevant record date at their addresses set forth in the Debt Security Register of Holders or at the option of the Holder, payment of interest on Securities in definitive form will be made by wire transfer of immediately available funds to any account maintained in the United States, provided such Holder has requested such method of payment and provided timely wire transfer instructions to the paying agent. The Holder must surrender this Security to a paying agent to collect payment of principal.

Paying Agent and Registrar.

Initially, Wells Fargo Bank, National Association will act as paying agent and Registrar. The Company may change any paying agent or Registrar at any time upon notice to the Trustee and the Holders. The Company may act as paying agent.

Indenture.

This Security is one of a duly authorized issue of Debt Securities of the Company issued and to be issued in one or more series under the Indenture.

Capitalized terms herein are used as defined in the Indenture unless otherwise defined herein. The terms of the Securities include those stated in the Original Indenture, those made part of the Indenture by reference to the TIA, as in effect on the date of the Original Indenture, and those terms stated in the Seventeenth Supplemental Indenture. The Securities are subject to all such terms, and Holders of Securities are referred to the Original Indenture, the Seventeenth Supplemental Indenture and the TIA for a statement of them. The Securities of this series are general unsecured obligations of the Company limited to an initial aggregate principal amount of $237,600,000; *provided, however*, that the authorized aggregate principal amount of such series may be increased from time to time as provided in the Seventeenth Supplemental Indenture.

Optional Redemption.

The Securities are redeemable, at the option of the Company, at any time in whole, or from time to time in part, at a redemption price (the “Make-Whole Price”) equal to the greater of: (i) 100% of the principal amount of the Securities to be redeemed; or (ii) the sum of the present values of the remaining scheduled payments of principal and interest (at the rate in effect on the date of calculation of the redemption price) on the Securities to be redeemed (exclusive of interest accrued to the Redemption Date) discounted to the Redemption Date on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the applicable Treasury Yield plus 50 basis points; plus, in either case, accrued interest to the Redemption Date.

The actual Make-Whole Price, calculated as provided above, shall be calculated and certified to the Trustee and the Company by the Independent Investment Banker. For purposes of determining the Make-Whole Price, the following definitions are applicable:

"Treasury Yield" means, with respect to any Redemption Date applicable to the Securities, the rate per annum equal to the semi-annual equivalent yield to maturity (computed as of the third Business Day immediately preceding such Redemption Date) of the Comparable Treasury Issue, assuming a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the applicable Comparable Treasury Price for the Redemption Date.

"Comparable Treasury Issue" means the United States Treasury security selected by the Independent Investment Banker as having a maturity comparable to the remaining term of the Securities to be redeemed that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining terms of the Securities to be redeemed; *provided, however,* that if no maturity is within three months before or after the maturity date for the Securities, yields for the two published maturities most closely corresponding to such United States Treasury security will be determined and the treasury rate will be interpolated or extrapolated from those yields on a straight line basis rounding to the nearest month.

"Independent Investment Banker" means any of Citigroup Global Markets Inc., J.P. Morgan Securities Inc., UBS Securities LLC and Wachovia Capital Markets, LLC and their respective successors, or, if no such firm is willing and able to select the applicable Comparable Treasury Issue, an independent investment banking institution of national standing appointed by the Trustee and reasonably acceptable to the Company.

"Comparable Treasury Price" means, with respect to any Redemption Date, (a) the average of the Reference Treasury Dealer Quotations for the Redemption Date, after excluding the highest and lowest Reference Treasury Dealer Quotations, or (b) if the Independent Investment Banker obtains fewer than five Reference Treasury Dealer Quotations, the average of all such quotations.

"Reference Treasury Dealer" means (a) each of Citigroup Global Markets Inc., J.P. Morgan Securities Inc., UBS Securities LLC and Wachovia Capital Markets, LLC and their respective successors, and (b) one other primary U.S. government securities dealer in New York City selected by the Independent Investment Banker (each, a "Primary Treasury Dealer"); *provided*, *however*, that if any of the foregoing shall cease to be a Primary Treasury Dealer, the Company will substitute therefor another Primary Treasury Dealer.

"Reference Treasury Dealer Quotations" means, with respect to each Reference Treasury Dealer and any Redemption Date for the Securities, an average, as determined by an Independent Investment Banker, of the bid and asked prices for the Comparable Treasury Issue for the Securities (expressed in each case as a percentage of its principal amount) quoted in writing to an Independent Investment Banker by such Reference Treasury Dealer at 5:00 p.m., New York City time, on the third Business Day preceding such Redemption Date.

Except as set forth above, the Securities will not be redeemable prior to their Stated Maturity and will not be entitled to the benefit of any sinking fund.

Securities called for optional redemption become due on the Redemption Date. Notices of optional redemption will be mailed at least 30 but not more than 60 days before the Redemption Date to each Holder of the Securities to be redeemed at its registered address. The notice of optional redemption for the Securities will state, among other things, the amount of Securities to be redeemed, the Redemption Date, the method of calculating such redemption price and the place(s) that payment will be made upon presentation and surrender of Securities to be redeemed. Unless the Company defaults in payment of the redemption price, interest will cease to accrue on the Redemption Date with respect to any Securities that have been called for optional redemption. If less than all the Securities are redeemed at any time, the Trustee will select the Securities to be redeemed on a pro rata basis or by any other method the Trustee deems fair and appropriate.

The Securities may be redeemed in part in multiplies of $1,000 only. Any such redemption will also comply with Article III of the Indenture.

Denominations; Transfer; Exchange.

The Securities are to be issued in registered form, without coupons, in denominations of $1,000 and integral multiples of $1,000 in excess thereof. A Holder may register the transfer of, or exchange, Securities in accordance with the Indenture. The Registrar may require a Holder, among other things, to furnish appropriate endorsements and transfer documents and to pay any taxes and fees required by law or permitted by the Indenture.

Person Deemed Owners.

The registered Holder of a Security may be treated as the owner of it for all purposes.

Amendment; Supplement; Waiver.

Subject to certain exceptions, the Indenture may be amended or supplemented, and any existing Event of Default or compliance with any provision may be waived, with the consent of the Holders of a majority in principal amount of the Outstanding Debt Securities of each series affected. Without consent of any Holder of a Security, the parties thereto may amend or supplement the Indenture to, among other things, cure any ambiguity or omission, to correct any defect or inconsistency, or to make any other change that does not adversely affect the rights of any Holder of a Security. Any such consent or waiver by the Holder of this Security (unless revoked as provided in the Indenture) shall be conclusive and binding upon such Holder and upon all future Holders and owners of this Security and any Securities which may be issued in exchange or substitution herefor, irrespective of whether or not any notation thereof is made upon this Security or such other Securities.

Defaults and Remedies.

Certain events of bankruptcy or insolvency are Events of Default that will result in the principal amount of the Securities, together with premium, if any, and accrued and unpaid

interest thereon, becoming due and payable immediately upon the occurrence of such Events of Default. If any other Event of Default with respect to the Securities occurs and is continuing, then in every such case the Trustee or the Holders of not less than 25% in aggregate principal amount of the Securities then Outstanding may declare the principal amount of all the Securities, together with premium, if any, and accrued and unpaid interest thereon, to be due and payable immediately in the manner and with the effect provided in the Indenture. Notwithstanding the preceding sentence, however, if at any time after such a declaration of acceleration has been made, the Holders of a majority in principal amount of the Outstanding Securities, by written notice to the Trustee, may rescind such declaration and annul its consequences if the rescission would not conflict with any judgment or decree of a court already rendered and if all Events of Default with respect to the Securities, other than the nonpayment of the principal, premium, if any, or interest which has become due solely by such declaration acceleration, shall have been cured or shall have been waived. No such rescission shall affect any subsequent default or shall impair any right consequent thereon. Holders of Securities may not enforce the Indenture or the Securities except as provided in the Indenture. The Trustee may require indemnity or security satisfactory to it before it enforces the Indenture or the Securities. Subject to certain limitations, Holders of a majority in aggregate principal amount of the Securities then Outstanding may direct the Trustee in its exercise of any trust or power with respect to the Securities.

Trustee Dealings with Company.

The Trustee under the Indenture, in its individual or any other capacity, may make loans to, accept deposits from, and perform services for the Company or its Affiliates or any subsidiary of the Company's Affiliates, and may otherwise deal with the Company or its Affiliates as if it were not the Trustee.

Authentication.

This Security shall not be valid until the Trustee signs the certificate of authentication on the other side of this Security.

Abbreviations and Defined Terms.

Customary abbreviations may be used in the name of a Holder of a Security or an assignee, such as: TEN COM (tenant in common), TEN ENT (tenants by the entireties), JT TEN (joint tenants with right of survivorship and not as tenants in common), CUST (Custodian), and U/G/M/A (Uniform Gifts to Minors Act).

CUSIP Numbers.

Pursuant to a recommendation promulgated by the Committee on Uniform Note Identification Procedures, the Company has caused CUSIP numbers to be printed on the Securities as a convenience to the Holders of the Securities. No representation is made as to the accuracy of such number as printed on the Securities and reliance may be placed only on the other identification numbers printed hereon.

Absolute Obligation.

No reference herein to the Indenture and no provision of this Security or the Indenture shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of, premium, if any, and interest on this Security in the manner, at the respective times, at the rate and in the coin or currency herein prescribed.

No Recourse.

The General Partner and the general partner of the Parent Guarantor and their respective directors, officers, employees and members, as such, shall have no liability for any obligations of any Guarantor or the Issuer under the Securities, the Indenture or any Guarantee or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder by accepting the Securities waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Securities.

Governing Law.

This Security shall be construed in accordance with and governed by the laws of the State of New York.

Guarantee.

The Securities are fully and unconditionally guaranteed on an unsecured, unsubordinated basis by the Parent Guarantor as set forth in Article XIV of the Indenture, as noted in the Notation of Guarantee to this Security, and under certain circumstances set forth in the Original Indenture one or more Subsidiaries of the Parent Guarantor may be required to join in such guarantee.

Reliance.

The Holder, by accepting this Security, acknowledges and affirms that (i) it has purchased the Security in reliance upon the separateness of Parent Guarantor and the general partner of Parent Guarantor from each other and from any other Persons, including EPCO, Inc., and (ii) Parent Guarantor and the general partner of Parent Guarantor have assets and liabilities that are separate from those of other Persons, including EPCO, Inc.

NOTATION OF GUARANTEE

The Parent Guarantor (which term includes any successor Person under the Indenture), has fully, unconditionally and absolutely guaranteed, to the extent set forth in the Indenture and subject to the provisions in the Indenture, the due and punctual payment of the principal of, and premium, if any, and interest on the Securities and all other amounts due and payable under the Indenture and the Securities by the Company.

The obligations of the Parent Guarantor to the Holders of Securities and to the Trustee pursuant to its Guarantee and the Indenture are expressly set forth in Article XIV of the Indenture and reference is hereby made to the Indenture for the precise terms of the Guarantee.

ENTERPRISE PRODUCTS PARTNERS L.P.

By: Enterprise Products GP, LLC,
its General Partner

By: _____
Name: W. Randall Fowler
Title: Executive Vice President and
Chief Financial Officer

ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of this instrument, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM	— as tenants in common	UNIF GIFT MIN ACT — _____ (Cust.)
TEN ENT	— as tenants by entireties	Custodian for: _____ (Minor) under Uniform Gifts to Minors Act of _____ (State)
JT TEN	— as joint tenants with right of survivorship and not as tenants in common	

Additional abbreviations may also be used though not in the above list.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sell(s), assign(s) and transfer(s) unto

PLEASE INSERT SOCIAL SECURITY OR OTHER
IDENTIFYING NUMBER OF ASSIGNEE

_____

_____

Please print or type name and address including postal zip code of assignee

_____

_____

the within Security and all rights thereunder, hereby irrevocably constituting and appointing

_____

to transfer said Security on the books of the Company, with full power of substitution in the premises.

Dated _____ _____

Registered Holder

SCHEDULE OF INCREASES OR DECREASES IN GLOBAL SECURITY*

The following increases or decreases in this Global Security have been made:

Date of Exchange	Amount of Decrease in Principal Amount of this Global Security	Amount of Increase in Principal Amount of this Global Security	Principal Amount of this Global Security following such decrease (or increase)	Signature of authorized officer of Trustee or Depositary

* To be included in a Book-Entry Note.

Exhibit D

FORM OF NOTE
[FACE OF SECURITY**]**

[UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY ("DTC") (55 WATER STREET, NEW YORK, NEW YORK 10041) TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR SUCH OTHER NAME AS MAY BE REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR SUCH OTHER ENTITY AS MAY BE REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.**]***

[TRANSFERS OF THIS GLOBAL SECURITY SHALL BE LIMITED TO TRANSFERS IN WHOLE, BUT NOT IN PART, TO NOMINEES OF DTC OR TO A SUCCESSOR THEREOF OR SUCH SUCCESSOR'S NOMINEE AND TRANSFERS OF PORTIONS OF THIS GLOBAL SECURITY SHALL BE LIMITED TO TRANSFERS MADE IN ACCORDANCE WITH THE RESTRICTIONS SET FORTH IN THE INDENTURE REFERRED TO HEREIN.**]***

Principal Amount

No. _____

$ **[**which amount may be
increased or decreased by the Schedule
of Increases and Decreases in Global Security attached hereto. **]***

ENTERPRISE PRODUCTS OPERATING LLC

6.65% SENIOR NOTE DUE 2018

CUSIP _____

ENTERPRISE PRODUCTS OPERATING LLC, a Texas limited liability company (the "Company," which term includes any successor under the Indenture hereinafter referred to), for value received, hereby promises to pay to **[**Cede & Co.**]*** or its registered assigns, the principal sum of _____ ($_____) U.S. dollars, **[**or such greater or lesser principal sum as is shown on the attached Schedule of Increases and Decreases in Global Security**]***, on April 15, 2018 in such coin and currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts, and to pay interest at an annual rate of 6.65% payable on April 15 and October 15 of each year, to the person in whose

* To be included in a Book-Entry Note.

name the Security (as defined on the reverse side of this security) is registered at the close of business on the record date for such interest, which shall be the preceding April 1 and October 1 (each, a "Regular Record Date"), respectively, payable commencing on April 15, 2010, with interest accruing from and including October 15, 2009, or from and including the most recent date to which interest shall have been paid.

Reference is made to the further provisions of this Security set forth on the reverse hereof. Such further provisions shall for all purposes have the same effect as though fully set forth at this place.

The statements in the legends set forth in this Security are an integral part of the terms of this Security and by acceptance hereof the Holder of this Security agrees to be subject to, and bound by, the terms and provisions set forth in each such legend.

This Security is issued in respect of a series of Debt Securities of an initial aggregate of $349,690,000 in principal amount designated as the 6.65% Senior Notes due 2018 of the Company and is governed by the Indenture dated as of October 4, 2004 (the "Original Indenture"), duly executed and delivered by the Company, as issuer, and Enterprise Products Partners L.P., as parent guarantor (the "Parent Guarantor"), to Wells Fargo Bank, National Association, as trustee (the "Trustee"), as amended by the Tenth Supplemental Indenture, dated as of June 30, 2007, providing for the Company as the successor issuer (the "Tenth Supplemental Indenture"), and the Seventeenth Supplemental Indenture dated as of October 27, 2009, duly executed by the Company, the Parent Guarantor and the Trustee (the "Seventeenth Supplemental Indenture", and together with the Original Indenture and the Tenth Supplemental Indenture, the "Indenture"). The terms of the Indenture are incorporated herein by reference. This Security shall in all respects be entitled to the same benefits as definitive Debt Securities under the Indenture.

If and to the extent any provision of the Indenture limits, qualifies or conflicts with any other provision of the Indenture that is required to be included in the Indenture or is deemed applicable to the Indenture by virtue of the provisions of the Trust Indenture Act of 1939, as amended (the "TIA"), such required provision shall control.

The Company hereby irrevocably undertakes to the Holder hereof to exchange this Security in accordance with the terms of the Indenture without charge.

This Security shall not be valid or become obligatory for any purpose until the Trustee's Certificate of Authentication hereon shall have been manually signed by the Trustee under the Indenture.

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed by its sole manager.

Dated: October 27, 2009

ENTERPRISE PRODUCTS OPERATING LLC

By: Enterprise Products OLPGP, Inc.,
its sole manager

By: _____
Name: W. Randall Fowler
Title: Executive Vice President and
Chief Financial Officer

TRUSTEE'S CERTIFICATE OF AUTHENTICATION:

This is one of the Debt Securities of the series designated herein referred to in the within-mentioned Indenture.

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Trustee

By: _____
Authorized Signatory

[REVERSE OF SECURITY**]**
ENTERPRISE PRODUCTS OPERATING LLC

6.65% SENIOR NOTE DUE 2018

This Security is one of a duly authorized issue of debentures, notes or other evidences of indebtedness of the Company (the "Debt Securities") of the series hereinafter specified, all issued or to be issued under and pursuant to the Indenture, to which Indenture reference is hereby made for a description of the rights, limitations of rights, obligations, duties and immunities thereunder of the Trustee, the Company, the Parent Guarantor and the Holders of the Debt Securities. The Debt Securities may be issued in one or more series, which different series may be issued in various aggregate principal amounts, may mature at different times, may bear interest (if any) at different rates, may be subject to different sinking, purchase or analogous funds (if any) and may otherwise vary as provided in the Indenture. This Security is one of a series designated as the 6.65% Senior Notes due 2018 of the Company, in initial aggregate principal amount of $349,690,000 (the "Securities").

Interest.

The Company promises to pay interest on the principal amount of this Security at the rate of 6.65% per annum.

The Company will pay interest semi-annually on April 15 and October 15 of each year (each an "Interest Payment Date"), commencing April 15, 2010. Interest on the Securities will accrue from and including the most recent date to which interest has been paid or, if no interest has been paid on the Securities, from and including October 15, 2009. Interest will be computed on the basis of a 360-day year consisting of twelve 30-day months. The Company shall pay interest (including post-petition interest in any proceeding under any applicable bankruptcy laws) on overdue installments of interest (without regard to any applicable grace period) and on overdue principal and premium, if any, from time to time on demand at the same rate per annum, in each case to the extent lawful.

Method of Payment.

The Company shall pay interest on the Securities (except Defaulted Interest) to the persons who are the registered Holders at the close of business on the Regular Record Date immediately preceding the Interest Payment Date. Any such interest not so punctually paid or duly provided for ("Defaulted Interest") may be paid to the persons who are registered Holders at the close of business on a special record date for the payment of such Defaulted Interest, or in any other lawful manner not inconsistent with the requirements of any securities exchange on which such Securities may then be listed if such manner of payment shall be deemed practicable by the Trustee, as more fully provided in the Indenture. The Company shall pay principal, premium, if any, and interest in such coin or currency of the United States of America as at the time of payment shall be legal tender for payment of public and private debts. Payments in respect of a Global Security (including principal, premium, if any, and interest) will be made by wire transfer of immediately available funds to the accounts specified by the Depositary. Payments in respect of Securities in definitive form (including principal, premium, if any, and

interest) will be made at the office or agency of the Company maintained for such purpose within The City of New York, which initially will be the corporate trust office of Wells Fargo Bank, National Association at 45 Broadway, 14th Floor, New York, New York 10006, or, at the option of the Company, payment of interest may be made by check mailed to the Holders on the relevant record date at their addresses set forth in the Debt Security Register of Holders or at the option of the Holder, payment of interest on Securities in definitive form will be made by wire transfer of immediately available funds to any account maintained in the United States, provided such Holder has requested such method of payment and provided timely wire transfer instructions to the paying agent. The Holder must surrender this Security to a paying agent to collect payment of principal.

Paying Agent and Registrar.

Initially, Wells Fargo Bank, National Association will act as paying agent and Registrar. The Company may change any paying agent or Registrar at any time upon notice to the Trustee and the Holders. The Company may act as paying agent.

Indenture.

This Security is one of a duly authorized issue of Debt Securities of the Company issued and to be issued in one or more series under the Indenture.

Capitalized terms herein are used as defined in the Indenture unless otherwise defined herein. The terms of the Securities include those stated in the Original Indenture, those made part of the Indenture by reference to the TIA, as in effect on the date of the Original Indenture, and those terms stated in the Seventeenth Supplemental Indenture. The Securities are subject to all such terms, and Holders of Securities are referred to the Original Indenture, the Seventeenth Supplemental Indenture and the TIA for a statement of them. The Securities of this series are general unsecured obligations of the Company limited to an initial aggregate principal amount of $349,690,000; *provided, however*, that the authorized aggregate principal amount of such series may be increased from time to time as provided in the Seventeenth Supplemental Indenture.

Optional Redemption.

The Securities are redeemable, at the option of the Company, at any time in whole, or from time to time in part, at a redemption price (the “Make-Whole Price”) equal to the greater of: (i) 100% of the principal amount of the Securities to be redeemed; or (ii) the sum of the present values of the remaining scheduled payments of principal and interest (at the rate in effect on the date of calculation of the redemption price) on the Securities to be redeemed (exclusive of interest accrued to the Redemption Date) discounted to the Redemption Date on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the applicable Treasury Yield plus 50 basis points; plus, in either case, accrued interest to the Redemption Date.

The actual Make-Whole Price, calculated as provided above, shall be calculated and certified to the Trustee and the Company by the Independent Investment Banker. For purposes of determining the Make-Whole Price, the following definitions are applicable:

"Treasury Yield" means, with respect to any Redemption Date applicable to the Securities, the rate per annum equal to the semi-annual equivalent yield to maturity (computed as of the third Business Day immediately preceding such Redemption Date) of the Comparable Treasury Issue, assuming a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the applicable Comparable Treasury Price for the Redemption Date.

"Comparable Treasury Issue" means the United States Treasury security selected by the Independent Investment Banker as having a maturity comparable to the remaining term of the Securities to be redeemed that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining terms of the Securities to be redeemed; *provided, however,* that if no maturity is within three months before or after the maturity date for the Securities, yields for the two published maturities most closely corresponding to such United States Treasury security will be determined and the treasury rate will be interpolated or extrapolated from those yields on a straight line basis rounding to the nearest month.

"Independent Investment Banker" means any of Citigroup Global Markets Inc., J.P. Morgan Securities Inc., UBS Securities LLC and Wachovia Capital Markets, LLC and their respective successors, or, if no such firm is willing and able to select the applicable Comparable Treasury Issue, an independent investment banking institution of national standing appointed by the Trustee and reasonably acceptable to the Company.

"Comparable Treasury Price" means, with respect to any Redemption Date, (a) the average of the Reference Treasury Dealer Quotations for the Redemption Date, after excluding the highest and lowest Reference Treasury Dealer Quotations, or (b) if the Independent Investment Banker obtains fewer than five Reference Treasury Dealer Quotations, the average of all such quotations.

"Reference Treasury Dealer" means (a) each of Citigroup Global Markets Inc., J.P. Morgan Securities Inc., UBS Securities LLC and Wachovia Capital Markets, LLC and their respective successors, and (b) one other primary U.S. government securities dealer in New York City selected by the Independent Investment Banker (each, a "Primary Treasury Dealer"); *provided*, *however*, that if any of the foregoing shall cease to be a Primary Treasury Dealer, the Company will substitute therefor another Primary Treasury Dealer.

"Reference Treasury Dealer Quotations" means, with respect to each Reference Treasury Dealer and any Redemption Date for the Securities, an average, as determined by an Independent Investment Banker, of the bid and asked prices for the Comparable Treasury Issue for the Securities (expressed in each case as a percentage of its principal amount) quoted in writing to an Independent Investment Banker by such Reference Treasury Dealer at 5:00 p.m., New York City time, on the third Business Day preceding such Redemption Date.

Except as set forth above, the Securities will not be redeemable prior to their Stated Maturity and will not be entitled to the benefit of any sinking fund.

Securities called for optional redemption become due on the Redemption Date. Notices of optional redemption will be mailed at least 30 but not more than 60 days before the Redemption Date to each Holder of the Securities to be redeemed at its registered address. The notice of optional redemption for the Securities will state, among other things, the amount of Securities to be redeemed, the Redemption Date, the method of calculating such redemption price and the place(s) that payment will be made upon presentation and surrender of Securities to be redeemed. Unless the Company defaults in payment of the redemption price, interest will cease to accrue on the Redemption Date with respect to any Securities that have been called for optional redemption. If less than all the Securities are redeemed at any time, the Trustee will select the Securities to be redeemed on a pro rata basis or by any other method the Trustee deems fair and appropriate.

The Securities may be redeemed in part in multiplies of $1,000 only. Any such redemption will also comply with Article III of the Indenture.

Denominations; Transfer; Exchange.

The Securities are to be issued in registered form, without coupons, in denominations of $1,000 and integral multiples of $1,000 in excess thereof. A Holder may register the transfer of, or exchange, Securities in accordance with the Indenture. The Registrar may require a Holder, among other things, to furnish appropriate endorsements and transfer documents and to pay any taxes and fees required by law or permitted by the Indenture.

Person Deemed Owners.

The registered Holder of a Security may be treated as the owner of it for all purposes.

Amendment; Supplement; Waiver.

Subject to certain exceptions, the Indenture may be amended or supplemented, and any existing Event of Default or compliance with any provision may be waived, with the consent of the Holders of a majority in principal amount of the Outstanding Debt Securities of each series affected. Without consent of any Holder of a Security, the parties thereto may amend or supplement the Indenture to, among other things, cure any ambiguity or omission, to correct any defect or inconsistency, or to make any other change that does not adversely affect the rights of any Holder of a Security. Any such consent or waiver by the Holder of this Security (unless revoked as provided in the Indenture) shall be conclusive and binding upon such Holder and upon all future Holders and owners of this Security and any Securities which may be issued in exchange or substitution herefor, irrespective of whether or not any notation thereof is made upon this Security or such other Securities.

Defaults and Remedies.

Certain events of bankruptcy or insolvency are Events of Default that will result in the principal amount of the Securities, together with premium, if any, and accrued and unpaid

interest thereon, becoming due and payable immediately upon the occurrence of such Events of Default. If any other Event of Default with respect to the Securities occurs and is continuing, then in every such case the Trustee or the Holders of not less than 25% in aggregate principal amount of the Securities then Outstanding may declare the principal amount of all the Securities, together with premium, if any, and accrued and unpaid interest thereon, to be due and payable immediately in the manner and with the effect provided in the Indenture. Notwithstanding the preceding sentence, however, if at any time after such a declaration of acceleration has been made, the Holders of a majority in principal amount of the Outstanding Securities, by written notice to the Trustee, may rescind such declaration and annul its consequences if the rescission would not conflict with any judgment or decree of a court already rendered and if all Events of Default with respect to the Securities, other than the nonpayment of the principal, premium, if any, or interest which has become due solely by such declaration acceleration, shall have been cured or shall have been waived. No such rescission shall affect any subsequent default or shall impair any right consequent thereon. Holders of Securities may not enforce the Indenture or the Securities except as provided in the Indenture. The Trustee may require indemnity or security satisfactory to it before it enforces the Indenture or the Securities. Subject to certain limitations, Holders of a majority in aggregate principal amount of the Securities then Outstanding may direct the Trustee in its exercise of any trust or power with respect to the Securities.

Trustee Dealings with Company.

The Trustee under the Indenture, in its individual or any other capacity, may make loans to, accept deposits from, and perform services for the Company or its Affiliates or any subsidiary of the Company's Affiliates, and may otherwise deal with the Company or its Affiliates as if it were not the Trustee.

Authentication.

This Security shall not be valid until the Trustee signs the certificate of authentication on the other side of this Security.

Abbreviations and Defined Terms.

Customary abbreviations may be used in the name of a Holder of a Security or an assignee, such as: TEN COM (tenant in common), TEN ENT (tenants by the entireties), JT TEN (joint tenants with right of survivorship and not as tenants in common), CUST (Custodian), and U/G/M/A (Uniform Gifts to Minors Act).

CUSIP Numbers.

Pursuant to a recommendation promulgated by the Committee on Uniform Note Identification Procedures, the Company has caused CUSIP numbers to be printed on the Securities as a convenience to the Holders of the Securities. No representation is made as to the accuracy of such number as printed on the Securities and reliance may be placed only on the other identification numbers printed hereon.

Absolute Obligation.

No reference herein to the Indenture and no provision of this Security or the Indenture shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of, premium, if any, and interest on this Security in the manner, at the respective times, at the rate and in the coin or currency herein prescribed.

No Recourse.

The General Partner and the general partner of the Parent Guarantor and their respective directors, officers, employees and members, as such, shall have no liability for any obligations of any Guarantor or the Issuer under the Securities, the Indenture or any Guarantee or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder by accepting the Securities waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Securities.

Governing Law.

This Security shall be construed in accordance with and governed by the laws of the State of New York.

Guarantee.

The Securities are fully and unconditionally guaranteed on an unsecured, unsubordinated basis by the Parent Guarantor as set forth in Article XIV of the Indenture, as noted in the Notation of Guarantee to this Security, and under certain circumstances set forth in the Original Indenture one or more Subsidiaries of the Parent Guarantor may be required to join in such guarantee.

Reliance.

The Holder, by accepting this Security, acknowledges and affirms that (i) it has purchased the Security in reliance upon the separateness of Parent Guarantor and the general partner of Parent Guarantor from each other and from any other Persons, including EPCO, Inc., and (ii) Parent Guarantor and the general partner of Parent Guarantor have assets and liabilities that are separate from those of other Persons, including EPCO, Inc.

NOTATION OF GUARANTEE

The Parent Guarantor (which term includes any successor Person under the Indenture), has fully, unconditionally and absolutely guaranteed, to the extent set forth in the Indenture and subject to the provisions in the Indenture, the due and punctual payment of the principal of, and premium, if any, and interest on the Securities and all other amounts due and payable under the Indenture and the Securities by the Company.

The obligations of the Parent Guarantor to the Holders of Securities and to the Trustee pursuant to its Guarantee and the Indenture are expressly set forth in Article XIV of the Indenture and reference is hereby made to the Indenture for the precise terms of the Guarantee.

ENTERPRISE PRODUCTS PARTNERS L.P.

By: Enterprise Products GP, LLC,
its General Partner

By: _____
Name: W. Randall Fowler
Title: Executive Vice President and
Chief Financial Officer

ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of this instrument, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM	—	as tenants in common	UNIF GIFT MIN ACT —	_____ (Cust.)
TEN ENT	—	as tenants by entireties	Custodian for:	_____ (Minor)
JT TEN	—	as joint tenants with right of survivorship and not as tenants in common	under Uniform Gifts to Minors Act of	_____ (State)

Additional abbreviations may also be used though not in the above list.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sell(s), assign(s) and transfer(s) unto

PLEASE INSERT SOCIAL SECURITY OR OTHER
IDENTIFYING NUMBER OF ASSIGNEE

_____

_____

Please print or type name and address including postal zip code of assignee

_____

_____

_____

the within Security and all rights thereunder, hereby irrevocably constituting and appointing

_____

to transfer said Security on the books of the Company, with full power of substitution in the premises.

Dated _____ _____

Registered Holder

SCHEDULE OF INCREASES OR DECREASES IN GLOBAL SECURITY*

The following increases or decreases in this Global Security have been made:

Date of Exchange	Amount of Decrease in Principal Amount of this Global Security	Amount of Increase in Principal Amount of this Global Security	Principal Amount of this Global Security following such decrease (or increase)	Signature of authorized officer of Trustee or Depositary

* To be included in a Book-Entry Note.

Exhibit E

FORM OF NOTE

[FACE OF SECURITY**]**

[UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY ("DTC") (55 WATER STREET, NEW YORK, NEW YORK 10041) TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR SUCH OTHER NAME AS MAY BE REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR SUCH OTHER ENTITY AS MAY BE REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.**]***

[TRANSFERS OF THIS GLOBAL SECURITY SHALL BE LIMITED TO TRANSFERS IN WHOLE, BUT NOT IN PART, TO NOMINEES OF DTC OR TO A SUCCESSOR THEREOF OR SUCH SUCCESSOR'S NOMINEE AND TRANSFERS OF PORTIONS OF THIS GLOBAL SECURITY SHALL BE LIMITED TO TRANSFERS MADE IN ACCORDANCE WITH THE RESTRICTIONS SET FORTH IN THE INDENTURE REFERRED TO HEREIN.**]***

Principal Amount

No. _____

$ **[**which amount may be increased or decreased by the Schedule of Increases and Decreases in Global Security attached hereto. **]***

ENTERPRISE PRODUCTS OPERATING LLC

7.55% SENIOR NOTE DUE 2038

CUSIP _____

ENTERPRISE PRODUCTS OPERATING LLC, a Texas limited liability company (the "Company," which term includes any successor under the Indenture hereinafter referred to), for value received, hereby promises to pay to **[**Cede & Co.**]*** or its registered assigns, the principal sum of _____ ($___) U.S. dollars, **[**or such greater or lesser principal sum as is shown on the attached Schedule of Increases and Decreases in Global Security**]***, on April 15, 2038 in such coin and currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts, and to pay interest at an annual rate of 7.55% payable on April 15 and October 15 of each year, to the person in whose

* To be included in a Book-Entry Note.

name the Security (as defined on the reverse side of this security) is registered at the close of business on the record date for such interest, which shall be the preceding April 1 and October 1 (each, a "Regular Record Date"), respectively, payable commencing on April 15, 2010, with interest accruing from and including October 15, 2009, or from and including the most recent date to which interest shall have been paid.

Reference is made to the further provisions of this Security set forth on the reverse hereof. Such further provisions shall for all purposes have the same effect as though fully set forth at this place.

The statements in the legends set forth in this Security are an integral part of the terms of this Security and by acceptance hereof the Holder of this Security agrees to be subject to, and bound by, the terms and provisions set forth in each such legend.

This Security is issued in respect of a series of Debt Securities of an initial aggregate of $399,575,000 in principal amount designated as the 7.55% Senior Notes due 2038 of the Company and is governed by the Indenture dated as of October 4, 2004 (the "Original Indenture"), duly executed and delivered by the Company, as issuer, and Enterprise Products Partners L.P., as parent guarantor (the "Parent Guarantor"), to Wells Fargo Bank, National Association, as trustee (the "Trustee"), as amended by the Tenth Supplemental Indenture, dated as of June 30, 2007, providing for the Company as the successor issuer (the "Tenth Supplemental Indenture"), and the Seventeenth Supplemental Indenture dated as of October 27, 2009, duly executed by the Company, the Parent Guarantor and the Trustee (the "Seventeenth Supplemental Indenture", and together with the Original Indenture and the Tenth Supplemental Indenture, the "Indenture"). The terms of the Indenture are incorporated herein by reference. This Security shall in all respects be entitled to the same benefits as definitive Debt Securities under the Indenture.

If and to the extent any provision of the Indenture limits, qualifies or conflicts with any other provision of the Indenture that is required to be included in the Indenture or is deemed applicable to the Indenture by virtue of the provisions of the Trust Indenture Act of 1939, as amended (the "TIA"), such required provision shall control.

The Company hereby irrevocably undertakes to the Holder hereof to exchange this Security in accordance with the terms of the Indenture without charge.

This Security shall not be valid or become obligatory for any purpose until the Trustee's Certificate of Authentication hereon shall have been manually signed by the Trustee under the Indenture.

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed by its sole manager.

Dated: October 27, 2009

ENTERPRISE PRODUCTS OPERATING LLC

By: Enterprise Products OLPGP, Inc.,
its sole manager

By: _____
Name: W. Randall Fowler
Title: Executive Vice President and
Chief Financial Officer

TRUSTEE'S CERTIFICATE OF AUTHENTICATION:

This is one of the Debt Securities of the series designated herein referred to in the within-mentioned Indenture.

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Trustee

By: _____
Authorized Signatory

[REVERSE OF SECURITY**]**
ENTERPRISE PRODUCTS OPERATING LLC

7.55% SENIOR NOTE DUE 2038

This Security is one of a duly authorized issue of debentures, notes or other evidences of indebtedness of the Company (the "Debt Securities") of the series hereinafter specified, all issued or to be issued under and pursuant to the Indenture, to which Indenture reference is hereby made for a description of the rights, limitations of rights, obligations, duties and immunities thereunder of the Trustee, the Company, the Parent Guarantor and the Holders of the Debt Securities. The Debt Securities may be issued in one or more series, which different series may be issued in various aggregate principal amounts, may mature at different times, may bear interest (if any) at different rates, may be subject to different sinking, purchase or analogous funds (if any) and may otherwise vary as provided in the Indenture. This Security is one of a series designated as the 7.55% Senior Notes due 2038 of the Company, in initial aggregate principal amount of $399,575,000 (the "Securities").

Interest.

The Company promises to pay interest on the principal amount of this Security at the rate of 7.55% per annum.

The Company will pay interest semi-annually on April 15 and October 15 of each year (each an "Interest Payment Date"), commencing April 15, 2010. Interest on the Securities will accrue from and including the most recent date to which interest has been paid or, if no interest has been paid on the Securities, from and including October 15, 2009. Interest will be computed on the basis of a 360-day year consisting of twelve 30-day months. The Company shall pay interest (including post-petition interest in any proceeding under any applicable bankruptcy laws) on overdue installments of interest (without regard to any applicable grace period) and on overdue principal and premium, if any, from time to time on demand at the same rate per annum, in each case to the extent lawful.

Method of Payment.

The Company shall pay interest on the Securities (except Defaulted Interest) to the persons who are the registered Holders at the close of business on the Regular Record Date immediately preceding the Interest Payment Date. Any such interest not so punctually paid or duly provided for ("Defaulted Interest") may be paid to the persons who are registered Holders at the close of business on a special record date for the payment of such Defaulted Interest, or in any other lawful manner not inconsistent with the requirements of any securities exchange on which such Securities may then be listed if such manner of payment shall be deemed practicable by the Trustee, as more fully provided in the Indenture. The Company shall pay principal, premium, if any, and interest in such coin or currency of the United States of America as at the time of payment shall be legal tender for payment of public and private debts. Payments in respect of a Global Security (including principal, premium, if any, and interest) will be made by wire transfer of immediately available funds to the accounts specified by the Depositary. Payments in respect of Securities in definitive form (including principal, premium, if any, and

interest) will be made at the office or agency of the Company maintained for such purpose within The City of New York, which initially will be the corporate trust office of Wells Fargo Bank, National Association at 45 Broadway, 14th Floor, New York, New York 10006, or, at the option of the Company, payment of interest may be made by check mailed to the Holders on the relevant record date at their addresses set forth in the Debt Security Register of Holders or at the option of the Holder, payment of interest on Securities in definitive form will be made by wire transfer of immediately available funds to any account maintained in the United States, provided such Holder has requested such method of payment and provided timely wire transfer instructions to the paying agent. The Holder must surrender this Security to a paying agent to collect payment of principal.

Paying Agent and Registrar.

Initially, Wells Fargo Bank, National Association will act as paying agent and Registrar. The Company may change any paying agent or Registrar at any time upon notice to the Trustee and the Holders. The Company may act as paying agent.

Indenture.

This Security is one of a duly authorized issue of Debt Securities of the Company issued and to be issued in one or more series under the Indenture.

Capitalized terms herein are used as defined in the Indenture unless otherwise defined herein. The terms of the Securities include those stated in the Original Indenture, those made part of the Indenture by reference to the TIA, as in effect on the date of the Original Indenture, and those terms stated in the Seventeenth Supplemental Indenture. The Securities are subject to all such terms, and Holders of Securities are referred to the Original Indenture, the Seventeenth Supplemental Indenture and the TIA for a statement of them. The Securities of this series are general unsecured obligations of the Company limited to an initial aggregate principal amount of $399,575,000; *provided, however*, that the authorized aggregate principal amount of such series may be increased from time to time as provided in the Seventeenth Supplemental Indenture.

Optional Redemption.

The Securities are redeemable, at the option of the Company, at any time in whole, or from time to time in part, at a redemption price (the “Make-Whole Price”) equal to the greater of: (i) 100% of the principal amount of the Securities to be redeemed; or (ii) the sum of the present values of the remaining scheduled payments of principal and interest (at the rate in effect on the date of calculation of the redemption price) on the Securities to be redeemed (exclusive of interest accrued to the Redemption Date) discounted to the Redemption Date on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the applicable Treasury Yield plus 50 basis points; plus, in either case, accrued interest to the Redemption Date.

The actual Make-Whole Price, calculated as provided above, shall be calculated and certified to the Trustee and the Company by the Independent Investment Banker. For purposes of determining the Make-Whole Price, the following definitions are applicable:

"Treasury Yield" means, with respect to any Redemption Date applicable to the Securities, the rate per annum equal to the semi-annual equivalent yield to maturity (computed as of the third Business Day immediately preceding such Redemption Date) of the Comparable Treasury Issue, assuming a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the applicable Comparable Treasury Price for the Redemption Date.

"Comparable Treasury Issue" means the United States Treasury security selected by the Independent Investment Banker as having a maturity comparable to the remaining term of the Securities to be redeemed that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining terms of the Securities to be redeemed; *provided, however,* that if no maturity is within three months before or after the maturity date for the Securities, yields for the two published maturities most closely corresponding to such United States Treasury security will be determined and the treasury rate will be interpolated or extrapolated from those yields on a straight line basis rounding to the nearest month.

"Independent Investment Banker" means any of Citigroup Global Markets Inc., J.P. Morgan Securities Inc., UBS Securities LLC and Wachovia Capital Markets, LLC and their respective successors, or, if no such firm is willing and able to select the applicable Comparable Treasury Issue, an independent investment banking institution of national standing appointed by the Trustee and reasonably acceptable to the Company.

"Comparable Treasury Price" means, with respect to any Redemption Date, (a) the average of the Reference Treasury Dealer Quotations for the Redemption Date, after excluding the highest and lowest Reference Treasury Dealer Quotations, or (b) if the Independent Investment Banker obtains fewer than five Reference Treasury Dealer Quotations, the average of all such quotations.

"Reference Treasury Dealer" means (a) each of Citigroup Global Markets Inc., J.P. Morgan Securities Inc., UBS Securities LLC and Wachovia Capital Markets, LLC and their respective successors, and (b) one other primary U.S. government securities dealer in New York City selected by the Independent Investment Banker (each, a "Primary Treasury Dealer"); *provided*, *however*, that if any of the foregoing shall cease to be a Primary Treasury Dealer, the Company will substitute therefor another Primary Treasury Dealer.

"Reference Treasury Dealer Quotations" means, with respect to each Reference Treasury Dealer and any Redemption Date for the Securities, an average, as determined by an Independent Investment Banker, of the bid and asked prices for the Comparable Treasury Issue for the Securities (expressed in each case as a percentage of its principal amount) quoted in writing to an Independent Investment Banker by such Reference Treasury Dealer at 5:00 p.m., New York City time, on the third Business Day preceding such Redemption Date.

Except as set forth above, the Securities will not be redeemable prior to their Stated Maturity and will not be entitled to the benefit of any sinking fund.

Securities called for optional redemption become due on the Redemption Date. Notices of optional redemption will be mailed at least 30 but not more than 60 days before the Redemption Date to each Holder of the Securities to be redeemed at its registered address. The notice of optional redemption for the Securities will state, among other things, the amount of Securities to be redeemed, the Redemption Date, the method of calculating such redemption price and the place(s) that payment will be made upon presentation and surrender of Securities to be redeemed. Unless the Company defaults in payment of the redemption price, interest will cease to accrue on the Redemption Date with respect to any Securities that have been called for optional redemption. If less than all the Securities are redeemed at any time, the Trustee will select the Securities to be redeemed on a pro rata basis or by any other method the Trustee deems fair and appropriate.

The Securities may be redeemed in part in multiplies of $1,000 only. Any such redemption will also comply with Article III of the Indenture.

Denominations; Transfer; Exchange.

The Securities are to be issued in registered form, without coupons, in denominations of $1,000 and integral multiples of $1,000 in excess thereof. A Holder may register the transfer of, or exchange, Securities in accordance with the Indenture. The Registrar may require a Holder, among other things, to furnish appropriate endorsements and transfer documents and to pay any taxes and fees required by law or permitted by the Indenture.

Person Deemed Owners.

The registered Holder of a Security may be treated as the owner of it for all purposes.

Amendment; Supplement; Waiver.

Subject to certain exceptions, the Indenture may be amended or supplemented, and any existing Event of Default or compliance with any provision may be waived, with the consent of the Holders of a majority in principal amount of the Outstanding Debt Securities of each series affected. Without consent of any Holder of a Security, the parties thereto may amend or supplement the Indenture to, among other things, cure any ambiguity or omission, to correct any defect or inconsistency, or to make any other change that does not adversely affect the rights of any Holder of a Security. Any such consent or waiver by the Holder of this Security (unless revoked as provided in the Indenture) shall be conclusive and binding upon such Holder and upon all future Holders and owners of this Security and any Securities which may be issued in exchange or substitution herefor, irrespective of whether or not any notation thereof is made upon this Security or such other Securities.

Defaults and Remedies.

Certain events of bankruptcy or insolvency are Events of Default that will result in the principal amount of the Securities, together with premium, if any, and accrued and unpaid

interest thereon, becoming due and payable immediately upon the occurrence of such Events of Default. If any other Event of Default with respect to the Securities occurs and is continuing, then in every such case the Trustee or the Holders of not less than 25% in aggregate principal amount of the Securities then Outstanding may declare the principal amount of all the Securities, together with premium, if any, and accrued and unpaid interest thereon, to be due and payable immediately in the manner and with the effect provided in the Indenture. Notwithstanding the preceding sentence, however, if at any time after such a declaration of acceleration has been made, the Holders of a majority in principal amount of the Outstanding Securities, by written notice to the Trustee, may rescind such declaration and annul its consequences if the rescission would not conflict with any judgment or decree of a court already rendered and if all Events of Default with respect to the Securities, other than the nonpayment of the principal, premium, if any, or interest which has become due solely by such declaration acceleration, shall have been cured or shall have been waived. No such rescission shall affect any subsequent default or shall impair any right consequent thereon. Holders of Securities may not enforce the Indenture or the Securities except as provided in the Indenture. The Trustee may require indemnity or security satisfactory to it before it enforces the Indenture or the Securities. Subject to certain limitations, Holders of a majority in aggregate principal amount of the Securities then Outstanding may direct the Trustee in its exercise of any trust or power with respect to the Securities.

Trustee Dealings with Company.

The Trustee under the Indenture, in its individual or any other capacity, may make loans to, accept deposits from, and perform services for the Company or its Affiliates or any subsidiary of the Company's Affiliates, and may otherwise deal with the Company or its Affiliates as if it were not the Trustee.

Authentication.

This Security shall not be valid until the Trustee signs the certificate of authentication on the other side of this Security.

Abbreviations and Defined Terms.

Customary abbreviations may be used in the name of a Holder of a Security or an assignee, such as: TEN COM (tenant in common), TEN ENT (tenants by the entireties), JT TEN (joint tenants with right of survivorship and not as tenants in common), CUST (Custodian), and U/G/M/A (Uniform Gifts to Minors Act).

CUSIP Numbers.

Pursuant to a recommendation promulgated by the Committee on Uniform Note Identification Procedures, the Company has caused CUSIP numbers to be printed on the Securities as a convenience to the Holders of the Securities. No representation is made as to the accuracy of such number as printed on the Securities and reliance may be placed only on the other identification numbers printed hereon.

Absolute Obligation.

No reference herein to the Indenture and no provision of this Security or the Indenture shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of, premium, if any, and interest on this Security in the manner, at the respective times, at the rate and in the coin or currency herein prescribed.

No Recourse.

The General Partner and the general partner of the Parent Guarantor and their respective directors, officers, employees and members, as such, shall have no liability for any obligations of any Guarantor or the Issuer under the Securities, the Indenture or any Guarantee or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder by accepting the Securities waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Securities.

Governing Law.

This Security shall be construed in accordance with and governed by the laws of the State of New York.

Guarantee.

The Securities are fully and unconditionally guaranteed on an unsecured, unsubordinated basis by the Parent Guarantor as set forth in Article XIV of the Indenture, as noted in the Notation of Guarantee to this Security, and under certain circumstances set forth in the Original Indenture one or more Subsidiaries of the Parent Guarantor may be required to join in such guarantee.

Reliance.

The Holder, by accepting this Security, acknowledges and affirms that (i) it has purchased the Security in reliance upon the separateness of Parent Guarantor and the general partner of Parent Guarantor from each other and from any other Persons, including EPCO, Inc., and (ii) Parent Guarantor and the general partner of Parent Guarantor have assets and liabilities that are separate from those of other Persons, including EPCO, Inc.

NOTATION OF GUARANTEE

The Parent Guarantor (which term includes any successor Person under the Indenture), has fully, unconditionally and absolutely guaranteed, to the extent set forth in the Indenture and subject to the provisions in the Indenture, the due and punctual payment of the principal of, and premium, if any, and interest on the Securities and all other amounts due and payable under the Indenture and the Securities by the Company.

The obligations of the Parent Guarantor to the Holders of Securities and to the Trustee pursuant to its Guarantee and the Indenture are expressly set forth in Article XIV of the Indenture and reference is hereby made to the Indenture for the precise terms of the Guarantee.

ENTERPRISE PRODUCTS PARTNERS L.P.

By: Enterprise Products GP, LLC,
its General Partner

By: _____
Name: W. Randall Fowler
Title: Executive Vice President and
Chief Financial Officer

ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of this instrument, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM	— as tenants in common	UNIF GIFT MIN ACT — _____ (Cust.)
TEN ENT	— as tenants by entireties	Custodian for: _____ (Minor)
JT TEN	— as joint tenants with right of survivorship and not as tenants in common	under Uniform Gifts to Minors Act of _____ (State)

Additional abbreviations may also be used though not in the above list.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sell(s), assign(s) and transfer(s) unto

PLEASE INSERT SOCIAL SECURITY OR OTHER
IDENTIFYING NUMBER OF ASSIGNEE

_____

_____

Please print or type name and address including postal zip code of assignee

_____

_____

the within Security and all rights thereunder, hereby irrevocably constituting and appointing

_____

to transfer said Security on the books of the Company, with full power of substitution in the premises.

Dated _____ _____

Registered Holder

SCHEDULE OF INCREASES OR DECREASES IN GLOBAL SECURITY*

The following increases or decreases in this Global Security have been made:

Date of Exchange	Amount of Decrease in Principal Amount of this Global Security	Amount of Increase in Principal Amount of this Global Security	Principal Amount of this Global Security following such decrease (or increase)	Signature of authorized officer of Trustee or Depositary

* To be included in a Book-Entry Note.

Exhibit 4.2

ENTERPRISE PRODUCTS OPERATING LLC,
as Issuer

ENTERPRISE PRODUCTS PARTNERS L.P.,
as Parent Guarantor

and

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Trustee

EIGHTEENTH SUPPLEMENTAL INDENTURE

Dated as of October 27, 2009

to

Indenture dated as of October 4, 2004

7.000% FIXED /FLOATING RATE JUNIOR SUBORDINATED NOTES DUE 2067

TABLE OF CONTENTS

THIS EIGHTEENTH SUPPLEMENTAL INDENTURE, dated as of October 27, 2009 (this "Eighteenth Supplemental Indenture"), is among (i) Enterprise Products Operating LLC, a Texas limited liability company (the "Company"), (ii) Enterprise Products Partners L.P., a Delaware limited partnership (the "Parent Guarantor"), and (iii) Wells Fargo Bank, National Association, a national banking association, as trustee (the "Trustee").

W I T N E S S E T H:

WHEREAS, Enterprise Products Operating L.P. and the Parent Guarantor have executed and delivered to the Trustee an Indenture, dated as of October 4, 2004 (the "Original Indenture"), providing for the issuance by Enterprise Products Operating L.P. from time to time of its debentures, notes, bonds or other evidences of indebtedness, issued and to be issued in one or more series unlimited as to principal amount (the "Debt Securities");

WHEREAS, the Company and the Parent Guarantor have executed and delivered to the Trustee a Tenth Supplemental Indenture, dated as of June 30, 2007, providing for the Company as the successor issuer (the Original Indenture together with the Tenth Supplemental Indenture, the "Base Indenture");

WHEREAS, on or before the date hereof the Company has issued several series of Debt Securities pursuant to previous supplements to the Base Indenture;

WHEREAS, the Company has duly authorized and desires to cause to be issued pursuant to the Base Indenture and this Eighteenth Supplemental Indenture a new series of Debt Securities designated the "7.000% Fixed/Floating Rate Junior Subordinated Notes due 2067" (the "Notes"), all of such Notes to be guaranteed by the Parent Guarantor as provided in Article XIV of the Base Indenture and Article VII of this Eighteenth Supplemental Indenture;

WHEREAS, the Company desires to cause the issuance of the Notes pursuant to Sections 2.01 and 2.03 of the Base Indenture, which sections permit the execution of indentures supplemental thereto to establish the form and terms of Debt Securities of any series;

WHEREAS, pursuant to Section 9.01 of the Base Indenture, the Company and the Parent Guarantor have requested that the Trustee join in the execution of this Eighteenth Supplemental Indenture to establish the form and terms of the Notes; and

WHEREAS, all things necessary have been done to make the Notes, when executed by the Company and authenticated and delivered hereunder and under the Base Indenture and duly issued by the Company, and the guarantee thereof by the Parent Guarantor, when the Notes have been duly issued by the Company, the valid obligations of the Company and the Parent Guarantor, respectively, and to make this Eighteenth Supplemental Indenture a valid agreement of the Company and the Parent Guarantor, enforceable against them in accordance with its terms;

NOW, THEREFORE, the Company, the Parent Guarantor and the Trustee hereby agree that the following provisions shall amend and supplement the Base Indenture:

ARTICLE I

DEFINITIONS

Section 1.1 Definition of Terms. Unless the context otherwise requires:

(a) a term defined in the Base Indenture has the same meaning when used in this Eighteenth Supplemental Indenture; provided, however, that, where a term is defined both in this Eighteenth Supplemental Indenture and in the Base Indenture the meaning given to such term in this Eighteenth Supplemental Indenture shall control for purposes of this Eighteenth Supplemental Indenture and, in respect of the Notes, but not any other series of Debt Securities, the Base Indenture;

(b) a term defined anywhere in this Eighteenth Supplemental Indenture has the same meaning throughout this Eighteenth Supplemental Indenture and, in respect of the Notes, but not any other series of Debt Securities, the Base Indenture;

(c) any term used herein which is defined in the TIA, either directly or by reference therein, has the meanings assigned to it therein; and

(d) the following terms have the following respective meanings:

"Bankruptcy Event" means, with respect to any Person, that (a) such Person, pursuant to or within the meaning of any Bankruptcy Law, (i) commences a voluntary case; (ii) consents to the entry of an order for relief against it in an involuntary case; (iii) consents to the appointment of a Custodian of it or for all or substantially all of its property; or (iv) makes a general assignment for the benefit of its creditors; or (b) a court of competent jurisdiction enters an order or decree under any Bankruptcy Law that (i) is for relief against such Person as debtor in an involuntary case; (ii) appoints a Custodian of such Person or a Custodian for all or substantially all of the property of such Person; or (iii) orders the liquidation of such Person, and, in the case of clauses (b)(i) through (b)(iii), the order or decree remains unstayed and in effect for 60 days.

"Base Indenture" has the meaning set forth in the recitals of this Eighteenth Supplemental Indenture.

"Book–Entry Notes" has the meaning set forth in Section 2.3.

"Calculation Agent" means Wells Fargo Bank, National Association (and its successors) or any other firm hereafter appointed by the Company to act as calculation agent in respect of the Notes.

"Company" means the Person named as the "Company" in the preamble of this Eighteenth Supplemental Indenture until a successor Person shall have become such pursuant to the applicable provisions of the Indenture, and thereafter "Company" shall mean such successor Person.

"Comparable Treasury Issue" means the United States Treasury security selected by the Independent Investment Banker as having a maturity comparable to the Remaining Life of the Notes that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the Remaining Life of the Notes; provided, however, that if no maturity is within three months (before or after) the end of the Remaining Life, yields for the two published maturities most closely corresponding to such United States Treasury security will be determined and the Treasury Yield will be interpolated or extrapolated from those yields on a straight-line basis rounding to the nearest month.

"Comparable Treasury Price" means, with respect to any Redemption Date, (a) the average, after excluding the highest and lowest such Reference Treasury Dealer Quotations, of the Reference Treasury Dealer Quotations for such Redemption Date, or (b) if the Independent Investment Banker obtains fewer than five such Reference Treasury Dealer Quotations, the average of all such Reference Treasury Dealer Quotations received.

"Current Interest" means, on or prior to an Interest Payment Date, interest accrued on the principal amount of the Notes at the Fixed Rate or the Floating Rate, as the case may be, since the immediately preceding Interest Payment Date. For the avoidance of doubt, Current Interest shall not include Deferred Interest.

"Deferred Interest" means (a) interest the payment of which has been deferred pursuant to Section 4.1 plus (b) all interest accrued thereon since the due date thereof in accordance with Section 2.6(a) and 2.6(d).

"Depositary" means DTC or, if DTC shall have ceased performing such function, any other Person selected by the Company, so long as such Person is registered as a clearing agency under the Exchange Act or other applicable statutes or regulations.

"DTC" means The Depository Trust Company, New York, New York, or any successor thereto.

"Eighteenth Supplemental Indenture" has the meaning set forth in the preamble hereto.

"Fixed Rate" means 7.000% per annum.

"Fixed Rate Period" means the period commencing on June 1, 2009 to, but not including, June 1, 2017.

"Floating Rate" means, with respect to a Quarterly Interest Period, the sum of the Three-Month LIBOR Rate for such Quarterly Interest Period plus 2.7775%.

"Floating Rate Period" means the period commencing on June 1, 2017 to, but not including, June 1, 2067.

"Guarantee" has the meaning given in Section 7.1.

"Indenture" means the Base Indenture, as amended and supplemented by this Eighteenth Supplemental Indenture, including the form and terms of the Notes as set forth herein, as the same shall be amended from time to time.

"Independent Investment Banker" means either J.P. Morgan Securities Inc. or Wachovia Capital Markets, LLC (or their respective successors) or, if no such firm is willing and able to select the applicable Comparable Treasury Issue or perform the other functions of the Independent Investment Banker provided herein, an independent investment banking institution of national standing appointed by the Trustee and reasonably acceptable to the Company.

"Interest" means, collectively, Current Interest and Deferred Interest.

"Interest Payment Date" means a Quarterly Interest Payment Date or a Semi-Annual Interest Payment Date, as the case may be.

"Interest Period" means a Quarterly Interest Period or a Semi-Annual Interest Period, as the case may be.

"LIBOR Interest Determination Date" has the meaning set forth in the definition of "Three-Month LIBOR Rate."

"LIBOR Rate Reset Date" has the meaning set forth in the definition of "Three-Month LIBOR Rate."

"London Banking Day" means any Business Day on which dealings in deposits in U.S. dollars are transacted in the London interbank market.

"Make-Whole Redemption Price" means, with respect to a Redemption Date, an amount equal to (a) all accrued and unpaid Interest to but not including such Redemption Date, plus (b) the greater of (i) 100% of the principal amount of the Notes being redeemed and (ii) as determined by an Independent Investment Banker, the sum of the present values of remaining scheduled payments of principal and interest on the Notes (exclusive of interest accrued to the Redemption Date) being redeemed during the Remaining Life, discounted to such Redemption Date on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Yield plus 0.50%. The Make-Whole Redemption Price, calculated as provided herein, shall be calculated and certified to the Trustee and the Company by an Independent Investment Banker.

"Notes" has the meaning set forth in the recitals of this Eighteenth Supplemental Indenture.

"Optional Deferral" has the meaning set forth in Section 4.1(a).

"Optional Deferral Period" means the period of time commencing on an Interest Payment Date with respect to which the Company has optionally deferred payment of Interest pursuant to Section 4.1(a) and ending upon the earlier of (a) the Interest Payment Date on which all Deferred Interest and Current Interest to, but not including, such Interest Payment Date shall have been paid and (b) the first Interest Payment Date on which the Company shall have

deferred payment of some or all of the Interest due on a number of consecutive Interest Payment Dates with respect to consecutive Interest Periods which, taken together as a single period, would equal or exceed ten (10) consecutive years.

"Optional Redemption Price" means, with respect to a Redemption Date, 100% of the principal amount of the Notes being redeemed plus all unpaid Interest thereon to but not including such Redemption Date.

"Parent Guarantor" means the Person named as the "Parent Guarantor" in the preamble of this Eighteenth Supplemental Indenture until a successor Person shall have become such pursuant to the applicable provisions of the Indenture, and thereafter "Parent Guarantor" shall mean such successor Person.

"Primary Treasury Dealer" has the meaning set forth in the definition of "Reference Treasury Dealer."

"Quarterly Interest Payment Date" means each March 1, June 1, September 1, and December 1 during the Floating Rate Period, commencing September 1, 2017; provided, however, that if any such day is not Business Day, then the Quarterly Interest Payment Date shall be the immediately succeeding Business Day (except if such next succeeding Business Day falls in the next succeeding calendar month, then such payment shall be made on the immediately preceding Business Day).

"Quarterly Interest Period" means each period commencing on a Quarterly Interest Payment Date and continuing to but not including the next succeeding Quarterly Interest Payment Date (except that the first Quarterly Interest Period will commence on June 1, 2017).

"Redemption Price" means (a) in the case of redemption of the Notes pursuant to Section 3.1(a), the Make-Whole Redemption Price, (b) in the case of redemption of the Notes pursuant to Section 3.1(b), the Special Event Make-Whole Redemption Price and (c) in the case of redemption of the Notes pursuant to Section 3.1(c), the Optional Redemption Price.

"Reference Banks" has the meaning set forth in the definition of "Three-Month LIBOR Rate."

"Reference Treasury Dealer" means each of (a) J.P. Morgan Securities Inc. and Wachovia Capital Markets, LLC (and their respective successors) and (b) three other primary United States government securities dealers in New York City selected by the Independent Investment Banker, each of which we refer to as a "Primary Treasury Dealer." However, if any of the foregoing ceases to be a Primary Treasury Dealer, we will substitute another Primary Treasury Dealer for such dealer.

"Reference Treasury Dealer Quotation" means, with respect to each Reference Treasury Dealer and any Redemption Date for the Notes, an average, as determined and furnished to the Independent Investment Banker by the Trustee, of the bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to the Trustee by such Reference Treasury Dealer at or about 5:00 p.m., New York City time, on the third Business Day preceding such Redemption Date.

"Remaining Life" means the period of time from the date on which the Notes are redeemed to June 1, 2017.

"Reuters Page LIBOR01" means the display so designated on the Reuters 3000 Xtra (or such other page as may replace such page on such service, or such other service as may be nominated as the information vendor, for the purpose of displaying rates or prices comparable to the London Interbank Offered Rate for U.S. dollar deposits).

"Semi-Annual Interest Period" means each period commencing on a Semi-Annual Interest Payment Date and continuing to but not including the next succeeding Semi-Annual Interest Payment Date (except that the first Semi-Annual Interest Period will begin on June 1, 2009).

"Semi-Annual Interest Payment Date" means each June 1 and December 1 commencing December 1, 2009 (or, in the case of any additional Notes issued pursuant to clause (ii) of Section 2.1, the date set forth in the Company Order providing for the issuance of any such additional Notes) through June 1, 2017; provided, however,

that if any such day is not Business Day, then the Semi-Annual Interest Payment Date shall be the next succeeding Business Day.

"Senior Indebtedness" means, with respect to any Person, the principal of, any interest and premium, if any, on and any other payments in respect of any of the following, whether currently outstanding or hereafter created or incurred: (a) (i) indebtedness of such Person for borrowed money; (ii) indebtedness of such Person evidenced by securities, bonds, notes, and debentures, including any of the same that are subordinated, issued under credit agreements, indentures or other similar instruments (other than this Eighteenth Supplemental Indenture) and other similar instruments, other than, in the case of the Company, the Notes; (iii) obligations of such Person arising from or with respect to guarantees and direct credit substitutes, other than, in the case of the Parent Guarantor, the Parent Guarantor's obligations under the Guarantee; (iv) obligations of such Person arising from or with respect to hedges and derivative products (including, but not limited to, interest rate, commodity, and foreign exchange contracts); (v) capital lease obligations of such Person; (vi) all of the obligations of such Person arising from or with respect to any letter of credit, banker's acceptance, security purchase facility, cash management arrangements or similar credit transactions; (vii) operating leases of such Person (but only to the extent the terms of such leases expressly provide that the same constitute "Senior Indebtedness"); and (viii) guarantees by such Person of any indebtedness or obligations of others of the types described in clauses (i) through (vii) other than, in the case of the Parent Guarantor, the Guarantee and (b) any modifications, refundings, deferrals, renewals, or extensions of any of the foregoing or any other evidence of indebtedness issued in exchange therefor; provided, however, that Senior Indebtedness shall not include the obligations of such Person in respect of: (v) trade accounts payable of such Person; (w) any indebtedness incurred by such Person for the purchase of goods or materials or for services obtained in the ordinary course of business to the extent that the same is incurred from, and owed to, the vendor of such goods or materials or the provider of such services; (x) any indebtedness or other obligation of such Person which by the terms of the instrument creating or evidencing it is expressly made equal in rank and payment with or subordinated to the Notes or the Guarantee, as the case may be; (y) indebtedness owed by such Person to its Subsidiaries; and (z) in the case of the Company, the Company's Subordinated Notes due 2066 and Subordinated Notes due 2068 and, in the case of the Parent Guarantor, the Parent Guarantor's guarantees of the Subordinated Notes due 2066 and Subordinated Notes due 2068.

"Special Event" means (a) the receipt by the Company of an opinion of counsel experienced in such matters to the effect that, as a result of any (i) amendment to, clarification of or change (including any prospective change) in the laws or regulations of the United States or any political subdivision or taxing authority of or in the United States that is effective on or after the date of issuance of the Notes, (ii) proposed change in those laws or regulations that is announced on or after the date of issuance of the Notes, (iii) official administrative decision or judicial decision or administrative action or other official pronouncement (including a private letter ruling, technical advice memorandum or other similar pronouncement) by any court, government agency or regulatory authority interpreting or applying those laws or regulations that is announced on or after the date of issuance of the Notes, or (iv) threatened challenge asserted in connection with an audit of the Company or any of the Company's subsidiaries, or a threatened challenge asserted in writing against any taxpayer that has raised capital through the issuance of securities that are substantially similar to the Notes (including any trust preferred or similar securities) that occurs on or after the date of issuance of the Notes, there is more than an insubstantial risk that interest payable on the Notes is not, or within 90 days of the date of such opinion will not be, deductible, in whole or in part, by the Company or its partners, as applicable, for U.S. federal income tax purposes or (b) a change by any nationally recognized statistical rating organization within the meaning of Section 3(a)(62) of the Exchange Act that publishes a rating for the Company (a "rating agency") to its equity credit criteria for securities such as the Notes, as such criteria is in effect on the date of this Eighteenth Supplemental Indenture (the "current criteria"), which change results in (i) any shortening of the length of time for which such current criteria are scheduled to be in effect with respect to the Notes, or (ii) a lower equity credit being given to the Notes as of the date of such change than the equity credit that would have been assigned to the Notes as of the date of such change by such rating agency pursuant to its current criteria.

"Special Event Make-Whole Redemption Price" means, with respect to a Redemption Date, an amount equal to (a) all accrued and unpaid Interest to but not including such Redemption Date, plus (b) the greater of (i) 100% of the principal amount of the Notes being redeemed and (ii) as determined by an Independent Investment Banker, the sum of the present values of remaining scheduled payments of principal and interest on the Notes (exclusive of interest accrued to the Redemption Date) being redeemed during the Remaining Life, discounted to

such Redemption Date on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Yield plus 0.50%. The Special Event Make-Whole Redemption Price, calculated as provided herein, shall be calculated and certified to the Trustee and the Company by an Independent Investment Banker.

"Subordinated Notes due 2068" means the Company's 7.034% Fixed/Floating Rate Junior Subordinated Notes due 2068.

"Subordinated Notes due 2066" means the Company's 8.375% Fixed/Floating Rate Junior Subordinated Notes due 2066.

"Three-Month LIBOR Rate" means, for each Quarterly Interest Period during the Floating Rate Period, the rate (expressed as a percentage per year) for deposits in U.S. dollars for a three-month period that appears on Reuters Page LIBOR01 as of 11:00 a.m. (London time) on the second London Banking Day (the "LIBOR Interest Determination Date") immediately preceding the first day of such Quarterly Interest Period (the "LIBOR Rate Reset Date"). If such rate does not appear on such page for the purpose of displaying offered rates of leading banks for London interbank deposits in U.S. dollars, the Three-Month LIBOR Rate will be determined on the basis of the rates, at approximately 11:00 a.m., London time, on the LIBOR Interest Determination Date, at which U.S. dollar deposits with a maturity of three months in an amount determined by the Calculation Agent as representative of a single transaction in the relevant market and at the relevant time are offered by four major banks in the London interbank market selected and certified to the Calculation Agent by the Company ("Reference Banks") to prime banks in the London interbank market for the interest period commencing on the LIBOR Rate Reset Date. The Company will request the principal London office of each of the Reference Banks to provide a quotation of its rate. If at least two quotations are provided as requested, the Three-Month LIBOR Rate will be the arithmetic mean of the quotations. If fewer than two quotations are provided as requested, the Three-Month LIBOR Rate will be the interest rate per annum equal to the average of the rates per annum quoted by three major banks in New York City selected and certified to the Calculation Agent by the Company, at or about 11:00 a.m., New York City time, on the LIBOR Interest Determination Date, for loans in U.S. dollars to leading European banks in amounts that are representative of a single transaction in the relevant market and at the relevant time with a maturity corresponding to the interest period and commencing on the LIBOR Rate Reset Date. If fewer than three New York City banks selected and certified to the Calculation Agent by the Company are quoting rates, the Three-Month LIBOR Rate for the applicable interest period will be the same as for the immediately preceding Quarterly Interest Period or, in the case of the Quarterly Interest Period beginning on June 1, 2017, the interest rate on the Notes will be the same as for the most recent quarterly period for which the Three-Month LIBOR Rate can be determined.

"Treasury Yield" means, with respect to any Redemption Date, the rate per annum equal to the semi-annual equivalent yield to maturity (computed as of the third Business Day immediately preceding such Redemption Date) of the Comparable Treasury Issue, assuming a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the applicable Comparable Treasury Price for such Redemption Date.

"Trustee" means the Person named as the "Trustee" in the preamble of this Eighteenth Supplemental Indenture until a successor Person shall have become such pursuant to the applicable provisions of the Indenture, and thereafter "Trustee" shall mean such successor Person.

Section 1.2 Rules of Construction. In addition to the Rules of Construction under Section 1.04 of the Base Indenture, the following provisions also shall be applied wherever appropriate herein:

(a) any references herein to a particular Section, Article, or Exhibit means a Section or Article of, or an Exhibit to, this Eighteenth Supplemental Indenture unless otherwise expressly stated herein; and

(b) the Exhibits attached hereto are incorporated herein by reference and shall be considered part of this Eighteenth Supplemental Indenture.

ARTICLE II

GENERAL TERMS AND CONDITIONS OF THE NOTES

Section 2.1 Designation and Principal Amount. There is hereby authorized a series of Debt Securities under the Indenture designated the "7.000% Fixed/Floating Rate Junior Subordinated Notes due 2067." The Trustee shall authenticate and deliver (i) the Notes for original issue on the date hereof in the aggregate principal amount of $285,759,000 and (ii) additional Notes for original issue from time to time after the date hereof in such principal amounts as may be specified from time to time in a Company Order for the authentication and delivery thereof pursuant to Section 2.05 of the Base Indenture. Any additional Notes shall have the same Stated Maturity and other terms as the original issue of Notes and shall be consolidated with and be part of the original issue of Notes. The Notes shall be issued in denominations of $1,000 in principal amount and integral multiples thereof.

Section 2.2 Maturity. The principal amount of the Notes shall be payable on the maturity date of the Notes, which is June 1, 2067.

Section 2.3 Form. The Notes and the Trustee's certificate of authentication thereon shall be substantially in the form of Exhibit A.

The Notes shall be issued only in registered form and, when issued, shall be registered in the Debt Security Register of the Company. The Notes shall be originally issued in the form of one or more Global Securities (the "Book-Entry Notes"). Each of the Book-Entry Notes shall represent such of the Outstanding Notes as shall be specified therein and shall provide that it shall represent the aggregate amount of Outstanding Notes from time to time endorsed thereon and that the aggregate amount of Outstanding Notes represented thereby may from time to time be reduced or increased, as appropriate, to reflect exchanges and redemptions. Any endorsement of Book-Entry Notes to reflect the amount, or any increase or decrease in the amount, of Outstanding Notes represented thereby shall be made by the Trustee in accordance with written instructions or such other written form of instructions as is customary for the Depositary, from the Depositary or its nominee on behalf of any Person having a beneficial interest in such Book-Entry Notes. The Company initially appoints DTC to act as Depositary with respect to the Book-Entry Notes.

Section 2.4 Registrar and Paying Agent. The Company initially appoints the Trustee as Registrar and paying agent with respect to the Notes. The office or agency in the City and State of New York where the Notes may be presented for registration of transfer or exchange and the Place of Payment for the Notes shall initially be the corporate trust office of Wells Fargo Bank, National Association at 45 Broadway, 14th Floor, New York, New York 10006.

Section 2.5 Transfer and Exchange.

The transfer and exchange of Book-Entry Notes or beneficial interests therein shall be effected through the Depositary, in accordance with Section 2.15 of the Base Indenture and the rules and procedures of the Depositary therefor.

Section 2.6 Interest Rates; Payment of Principal and Interest.

(a) Rates.

(i) Interest During the Fixed Rate Period. During the Fixed Rate Period, (A) the outstanding principal amount of the Notes and (B) to the extent permitted by applicable law, any Deferred Interest or overdue interest thereon, will bear interest at a per annum rate equal to the Fixed Rate until the commencement of the Floating Rate Period or, if earlier, until the principal thereof and all Interest thereon is paid, compounded semi-annually and payable (subject to the provisions of Article IV) semi-annually, in arrears on each Semi-Annual Interest Payment Date.

(ii) Interest During the Floating Rate Period. During the Floating Rate Period, (A) the outstanding principal amount of the Notes and (B) to the extent permitted by applicable law, any Deferred Interest or overdue interest thereon will bear interest during each Quarterly Interest Period at a per annum rate equal to the applicable Floating Rate for such period, until the principal thereof and all Interest thereon is paid, compounded quarterly and payable (subject to the provisions of Article IV) quarterly in

arrears on each Quarterly Interest Payment Date. The Calculation Agent will calculate the Floating Rate with respect to each Floating Rate Period and the amount of Interest payable on each Quarterly Interest Payment Date as promptly as practicable according to the appropriate method described herein. Promptly upon such determination, the Calculation Agent will notify the Company and the Trustee of the Floating Rate for the Floating Rate Period and the amount of Interest payable to each Holder on each Quarterly Interest Payment Date. The Floating Rate determined by the Calculation Agent, absent manifest error, will be binding and conclusive upon the beneficial owners and Holders of the Notes, the Company and the Trustee.

(b) Payment of Interest to Record Holders of the Notes. Payments of principal of, premium, if any, and Interest due on the Notes representing Book-Entry Notes on any Interest Payment Date, upon redemption or at maturity will be made available to the Trustee by 11:00 a.m., New York City time, on the applicable maturity date, Redemption Date, or Interest Payment Date, unless such date falls on a day which is not a Business Day, in which case such payments will be made available to the Trustee by 11:00 a.m., New York City time, on the next succeeding Business Day; provided, however, that, during the Floating Rate Period, if such next succeeding Business Day falls in the next succeeding calendar month, then such payments will be made available to the Trustee by 11:00 a.m., New York City time, on the immediately preceding Business Day. As soon as possible thereafter, the Trustee will make such payments to the Depositary. Other than in connection with the maturity or redemption of the Notes or in connection with payment of Defaulted Interest, Interest on the Notes may be paid only on an Interest Payment Date. Payments of principal of, premium, if any, and Interest due on Notes other than Book-Entry Notes on any Interest Payment Date, upon redemption or at maturity will be made in accordance with Article II of the Base Indenture. The regular record date for Interest payable on the Notes on any Interest Payment Date during the Fixed Rate Period shall be the May 15 or November 15, as the case may be, immediately preceding such Interest Payment Date and during the Floating Rate Period shall be the February 15, May 15, August 15 or November 15, as the case may be, immediately preceding such Interest Payment Date.

(c) The amount of Interest payable on any Interest Payment Date during the Fixed Rate Period will be computed on the basis of a 360-day year consisting of twelve 30-day months. The amount of Interest payable on any Interest Payment Date during the Floating Rate Period will be computed on the basis of a 360-day year and the actual number of days elapsed.

(d) To the extent permitted by applicable law, Interest not paid when due hereunder, including, without limitation, all Deferred Interest and overdue Interest, shall in accordance with Section 2.6(a), until paid, compound (i) semi-annually at the Fixed Rate on each Semi-Annual Interest Payment Date during the Fixed Rate Period and (ii) quarterly at the applicable Floating Rate on each Quarterly Interest Payment Date during the Floating Rate Period.

(e) If the Company shall make a partial payment of Interest on any Interest Payment Date, such payment shall, with respect to the Notes, be applied, first, to Deferred Interest until all such Deferred Interest has been paid and, second, to any Current Interest.

(f) To the extent that the provisions of this Section 2.6 are inconsistent with the provisions of Article II of the Base Indenture, the provisions of this Section 2.6 shall control.

ARTICLE III

REDEMPTION OF THE NOTES

Section 3.1 Optional Redemption. Subject to the provisions of Article III of the Base Indenture, the Company shall have the option to redeem the Notes for cash:

(a) in whole or in part, at any time and from time to time prior to June 1, 2017, at the Make-Whole Redemption Price;

(b) after the occurrence of a Special Event, in whole but not in part, at any time prior to June 1, 2017, at the Special Event Make-Whole Redemption Price; and

(c) in whole or in part, at any time and from time to time on or after June 1, 2017, at the Optional Redemption Price.

Section 3.2 Certain Redemption Procedures. Notes called for optional redemption shall become due on the Redemption Date. Notices of optional redemption will be mailed at least 30 days but not more than 60 days before the Redemption Date to each Holder of the Notes to be redeemed at its registered address. The notice of optional redemption for the Notes will state, among other things, the amount of Notes to be redeemed, the Redemption Date, the method of calculating such Redemption Price, and the place(s) that payment will be made upon presentation and surrender of Notes to be redeemed. Unless the Company defaults in payment of the Redemption Price or the paying agent is prohibited from making such payment pursuant to the terms of Article XII of the Base Indenture, interest will cease to accrue on the Redemption Date with respect to any Notes that have been called for optional redemption. If less than all the Notes are redeemed at any time, the Trustee will select the Notes to be redeemed on a pro rata basis or by any other method the Trustee deems fair and appropriate. The Company may not redeem the Notes in part if the principal amount of the Notes has been accelerated and such acceleration has not been rescinded unless all accrued and unpaid Interest (including Deferred Interest) has been paid in full on all outstanding Notes for all Interest Periods terminating on or before the Redemption Date.

The Notes may be redeemed in part only in principal amounts that are integral multiples of $1,000.

Section 3.3 No Sinking Fund. The Notes will not be entitled to the benefit of any sinking fund.

ARTICLE IV

DEFERRAL OF INTEREST

Section 4.1 Optional Deferral of Interest.

(a) The Company shall have the right, at any time and from time to time during the term of the Notes, to elect to defer payment of all or any portion of any Current Interest and/or Deferred Interest otherwise due on the Notes on any Interest Payment Date ("Optional Deferral"); provided, however, that the Company may not (i) elect to defer payment of any Interest otherwise due on any Interest Payment Date if, as a result of such deferral, the Company shall have deferred payment of some or all of the Interest due on a number of consecutive Interest Payment Dates with respect to a number of consecutive Interest Periods which, when taken together as a single period, would equal or exceed ten (10) consecutive years, or (ii) elect to defer payment of any Interest due on the maturity date of the Notes, or, with respect to any Notes being redeemed, on the Redemption Date for such Notes. No Interest on the Notes shall be due and payable on any Interest Payment Date during an Optional Deferral Period; however, Interest shall accrue on the Notes during such period in accordance with Sections 2.6(a) and 2.6(d).

(b) Following the termination of an Optional Deferral Period and the payment of all Deferred Interest accrued during such Optional Deferral Period, the Company may again elect pursuant to Section 4.1(a) to make an Optional Deferral of Interest.

(c) On the Interest Payment Date on which the Company desires to terminate an Optional Deferral Period or at the end of an Optional Deferral Period pursuant to clause (b) of the definition of "Optional Deferral Period," the Company shall pay all Deferred Interest and Current Interest due on such Interest Payment Date. Such Interest shall be payable to the Holders of the Notes in whose names the Notes are registered in the Debt Security Register for the Notes on the record date with respect to such Interest Payment Date.

Section 4.2 Notice of Deferrals.

(a) The Company shall give written notice to the Trustee of any election of Optional Deferral pursuant to Section 4.1 not fewer than ten (10) nor more than sixty (60) Business Days prior to the applicable

Interest Payment Date for which Interest on the Notes will be deferred, other than an Optional Deferral in the circumstances described in Section 4.2(b). The Trustee shall forward such written notice promptly to each Holder of the Notes.

(b) In the case of an election of Optional Deferral pursuant to Section 4.1 when the Company or the Parent Guarantor would be prohibited pursuant to Section 12.03 of the Base Indenture from paying Interest on the Notes, the Company shall give written notice to the Trustee of such election of Optional Deferral not later than the time monies in respect of the Interest payment on the applicable Interest Payment Date must be made available to the Trustee pursuant to Section 2.6(b) hereof. The Trustee shall forward such written notice promptly to each Holder of the Notes.

ARTICLE V

CERTAIN COVENANTS

Section 5.1 Covenants in Indenture. Holders of the Notes shall not have the benefit of and shall not be entitled to enforce the covenants contained in Sections 4.12 and 4.13 of the Base Indenture.

Section 5.2 Restricted Payments.

(a) Subject to Section 5.2(b), during any Optional Deferral Period, (i) the Company and the Parent Guarantor will not declare or make any distributions with respect to, or redeem, purchase, or make a liquidation payment with respect to, any of their respective equity securities and (ii) the Company and the Parent Guarantor will not, and will cause their respective Subsidiaries not to (A) make any payment of interest, principal, or premium, if any, on or repay, repurchase, or redeem any of the Company's or the Parent Guarantor's debt securities (including securities similar to the Notes) that contractually rank equally with or junior to the Notes or the Guarantee, respectively, or (B) make any payment under a guarantee of the Company's or the Parent Guarantor's debt securities (including under a guarantee of debt securities that are similar to the Notes) that contractually ranks equally with or junior to the Notes or the Guarantee, respectively.

(b) Notwithstanding the provisions of Section 5.2(a), the Company, the Parent Guarantor and any of their respective Subsidiaries may take any of the following actions at any time, including during an Optional Deferral Period: (i) make any purchase, redemption or other acquisition of any equity securities in connection with any employment contract, benefit plan or other similar arrangement with or for the benefit of employees, officers, directors, or agents, or a securities purchase or dividend or distribution reinvestment plan, or the satisfaction of obligations pursuant to any contract or security outstanding on the date that the Optional Deferral Period commences requiring the purchase, redemption or acquisition of such equity securities; (ii) make any payment, repayment, redemption, purchase, acquisition or declaration of a distribution as a result of a reclassification of any of their respective equity securities or the exchange or conversion of all or a portion of one class or series of such equity securities for another class or series of such equity securities; (iii) purchase fractional interests in any of their respective equity securities pursuant to the conversion or exchange provisions of such securities or the security being converted or exchanged, in connection with the settlement of stock purchase contracts or in connection with any split, reclassification or similar transaction; (iv) make a distribution paid or made in any of their respective equity securities (or rights to acquire such equity securities), or a repurchase, redemption or acquisition of such equity securities in connection with the issuance or exchange of such equity securities (or of securities convertible into or exchangeable for such equity securities) and distributions in connection with the settlement of securities purchase contracts outstanding on the date that the Optional Deferral Period commences; (v) make any redemption, exchange or repurchase of, or with respect to, any rights outstanding under a rights plan or the declaration or payment thereunder of a distribution of or with respect to rights in the future; (vi) make any payments under (A) the Notes and under securities similar to the Notes (including trust preferred securities) that are (or, in the case of a trust preferred security, the underlying debt obligation is) *pari passu* with the Notes and (B) the Guarantee and similar guarantees associated with any instruments that are (or, in the case of a trust preferred security, the underlying debt obligation is) *pari passu* with the Notes, in each case, so long as any such payments are made on a pro rata basis with the Notes and the Guarantee, respectively; or (vii) make any regularly scheduled dividend or distribution payments declared prior to the date that the Optional Deferral Period commences.

(c) Whether another security is similar to the Notes and whether another guarantee is similar to the Guarantee for purposes of Section 5.2(b)(vi) shall be determined by the Company in its reasonable discretion. For purposes of Section 5.2(b)(vi), the Subordinated Notes due 2066 and the Subordinated Notes due 2068 are similar to the Notes and the Parent Guarantor's guarantees of the Subordinated Notes due 2066 and the Subordinated Notes due 2068 are similar to the Guarantee. For purposes of Section 5.2(b)(iv) of the Amended and Restated Eighth Supplemental Indenture dated as of August 25, 2006 and Section 5.2(b)(iv) of the Ninth Supplemental Indenture dated as of May 24, 2007, the Notes are similar to the Subordinated Notes due 2066 and the Subordinated Notes due 2068, respectively, and the Guarantee is similar to the Parent Guarantor's guarantees of the Subordinated Notes due 2066 and the Subordinated Notes due 2068.

(d) For the avoidance of doubt, nothing contained herein shall prevent the Company or the Parent Guarantor from issuing any other securities, whether senior to, *pari passu* with or subordinated to the Notes, including securities having covenants and provisions the same as or similar to those applicable to the Notes, or any guarantees with respect thereto.

ARTICLE VI

SUBORDINATION

Section 6.1 Ranking of the Notes.

(a) The Notes shall be subordinated to all Senior Indebtedness (as defined in this Eighteenth Supplemental Indenture) of the Company on the terms and subject to the conditions set forth in Article XII of the Base Indenture, and each Holder of Notes issued hereunder by such Holder's acceptance thereof acknowledges and agrees that all Notes shall be issued subject to the provisions of this Article VI and such Article XII and that each Holder of Notes, whether upon original issuance or upon transfer or assignment thereof, accepts and agrees to be bound by such provisions. The Notes shall be "Subordinated Debt Securities" as such term is used in the Indenture, and, for purposes of the Notes only, and not for purposes of any other Debt Securities, all references in the Indenture to Senior Indebtedness of the Company shall mean Senior Indebtedness of the Company as defined in this Eighteenth Supplemental Indenture.

(b) The Notes shall be equal in rank and right of payment in all respects and are *pari passu* with the Subordinated Notes due 2066 and the Subordinated Notes due 2068.

Section 6.2 Amendment and Restatement of Section 12.02 of the Base Indenture. For purposes of the Notes only, and not for purposes of any other Debt Securities, Section 12.02 of the Base Indenture is hereby amended and restated in its entirety to read as follows:

Section 12.02 Liquidation, Dissolution, Bankruptcy. Upon any payment or distribution of the assets of the Company to creditors upon a total or partial liquidation or a total or partial dissolution of the Company or in a bankruptcy, reorganization, insolvency, receivership or similar proceeding relating to the Company or its property:

(a) holders of Senior Indebtedness of the Company shall be entitled to receive payment in full in cash of such Senior Indebtedness (including interest (if any), accruing on or after the commencement of a proceeding in bankruptcy, whether or not allowed as a claim against the Company in such bankruptcy proceeding) before Holders of Subordinated Debt Securities of the Company shall be entitled to receive any payment of principal of, or premium, if any, or interest on, the Subordinated Debt Securities; and

(b) until the Senior Indebtedness of the Company is paid in full, any such distribution to which Holders of Subordinated Debt Securities would be entitled but for this Article XII shall be made to holders of Senior Indebtedness of the Company as their interests may appear, except that such Holders may receive securities representing equity interests of the Company and any debt securities of the Company that are subordinated to Senior Indebtedness of the Company to at least the same extent as the Subordinated Debt Securities of the Company.

Upon any payment or distribution of the assets of any Guarantor to creditors upon a total or partial liquidation or a total or partial dissolution of such Guarantor or in a bankruptcy, reorganization, insolvency, receivership or similar proceeding relating to such Guarantor or its property:

(a) holders of Senior Indebtedness of such Guarantor shall be entitled to receive payment in full in cash of such Senior Indebtedness (including interest (if any), accruing on or after the commencement of a proceeding in bankruptcy, whether or not allowed as a claim against such Guarantor in such bankruptcy proceeding) before Holders of Subordinated Debt Securities shall be entitled to receive, under such Guarantor's guarantee of such Subordinated Debt Securities, any payment of principal of, or premium, if any, or interest on, the Subordinated Debt Securities; and

(b) until the Senior Indebtedness of such Guarantor is paid in full, any such distribution to which Holders of Subordinated Debt Securities would be entitled under such Guarantor's guarantee but for this Article XII shall be made to holders of Senior Indebtedness of such Guarantor as their interests may appear, except that such Holders may receive securities representing equity interests of such Guarantor and any debt securities of such Guarantor that are subordinated to Senior Indebtedness of such Guarantor to at least the same extent as the guarantee of the Subordinated Debt Securities of such Guarantor.

Section 6.3 Amendment and Restatement of Section 12.03 of the Base Indenture. For purposes of the Notes only, and not for purposes of any other Debt Securities, Section 12.03 of the Base Indenture is hereby amended and restated in its entirety to read as follows:

Section 12.03 Default on Senior Indebtedness. The Company may not pay the principal of, or premium, if any, or interest on, the Subordinated Debt Securities or make any deposit pursuant to Article XI and may not repurchase, redeem or otherwise retire any Subordinated Debt Securities (collectively, "pay the Subordinated Debt Securities") if (a) any principal, premium or interest in respect of Senior Indebtedness of the Company is not paid when due, including any applicable grace period (including at maturity) or (b) any other default on Senior Indebtedness of the Company occurs and the maturity of such Senior Indebtedness is accelerated in accordance with its terms unless, in either case, the default has been cured or waived and any such acceleration has been rescinded or such Senior Indebtedness has been paid in full in cash; provided, however, that the Company may pay the Subordinated Debt Securities without regard to the foregoing if the Company and the Trustee receive written notice approving such payment from the Representative of each issue of Designated Senior Indebtedness of the Company. During the continuance of any default (other than a default described in clause (a) or (b) of the preceding sentence) with respect to any Designated Senior Indebtedness of the Company pursuant to which the maturity thereof may be accelerated immediately without further notice (except such notice as may be required to effect such acceleration) or the expiration of any applicable grace periods, the Company may not pay the Subordinated Debt Securities for a period (a "Payment Blockage Period") commencing upon the receipt by the Company and the Trustee of written notice of such default from the Representative of any Designated Senior Indebtedness of the Company specifying an election to effect a Payment Blockage Period (a "Blockage Notice") and ending 179 days thereafter (or earlier if such Payment Blockage Period is terminated by written notice to the Trustee and the Company from the Person or Persons who gave such Blockage Notice, by repayment in full in cash of such Designated Senior Indebtedness or because the default giving rise to such Blockage Notice is no longer continuing). Notwithstanding the provisions described in the immediately preceding sentence (but subject to the provisions contained in the first sentence of this Section 12.03), unless the holders of such Designated Senior Indebtedness or the Representative of such holders shall have accelerated the maturity of such Designated Senior Indebtedness, the Company may resume payments on the Subordinated Debt Securities after such Payment Blockage Period. Not more than one Blockage Notice may be given in any consecutive 360-day period, irrespective of the number of defaults with respect to any number of issues of Designated Senior Indebtedness during such period, unless otherwise specified pursuant to Section 2.03 for the Subordinated Debt Securities of a series; provided, however, that in no event may the total number of days during which any Payment Blockage Period or Periods is in effect exceed 179 days in the aggregate during any 360 consecutive day period. For purposes of this Section 12.03, no default or event of default which existed or was continuing on the date of the commencement of any Payment Blockage Period with respect to the Designated Senior Indebtedness of the Company initiating such Payment Blockage Period shall be, or be made, the basis of the commencement of a subsequent Payment Blockage Period by the Representative of such Designated Senior Indebtedness, whether or not within a period of 360 consecutive days, unless such default or event of default shall have been cured or waived for a period of not less than 90 consecutive days.

No Guarantor may make a payment or distribution in respect of its guarantee of any Subordinated Debt Securities ("make a guarantee payment on Subordinated Debt Securities") if (a) any principal, premium or interest in respect of Senior Indebtedness of such Guarantor is not paid when due, including any applicable grace period (including at maturity) or (b) any other default on Senior Indebtedness of such Guarantor occurs and the maturity of such Senior Indebtedness is accelerated in accordance with its terms unless, in either case, the default has been cured or waived and any such acceleration has been rescinded or such Senior Indebtedness has been paid in full in cash; provided, however, that such Guarantor may make a guarantee payment on the Subordinated Debt Securities without regard to the foregoing if such Guarantor and the Trustee receive written notice approving such payment from the Representative of each issue of Designated Senior Indebtedness of such Guarantor. During the continuance of any default (other than a default described in clause (a) or (b) of the preceding sentence) with respect to any Designated Senior Indebtedness of such Guarantor pursuant to which the maturity thereof may be accelerated immediately without further notice (except such notice as may be required to effect such acceleration) or the expiration of any applicable grace periods, such Guarantor may not make a guarantee payment on Subordinated Debt Securities for a period (a "Payment Blockage Period") commencing upon the receipt by such Guarantor and the Trustee of written notice of such default from the Representative of any Designated Senior Indebtedness specifying an election to effect a Payment Blockage Period (a "Blockage Notice") and ending 179 days thereafter (or earlier if such Payment Blockage Period is terminated by written notice to the Trustee and such Guarantor from the Person or Persons who gave such Blockage Notice, by repayment in full in cash of such Designated Senior Indebtedness or because the default giving rise to such Blockage Notice is no longer continuing). Notwithstanding the provisions described in the immediately preceding sentence (but subject to the provisions contained in the first sentence of this paragraph of this Section 12.03), unless the holders of such Designated Senior Indebtedness or the Representative of such holders shall have accelerated the maturity of such Designated Senior Indebtedness, such Guarantor may resume payments under its guarantee of any Subordinated Debt Securities after such Payment Blockage Period. Not more than one Blockage Notice may be given in any consecutive 360-day period, irrespective of the number of defaults with respect to any number of issues of Designated Senior Indebtedness during such period, unless otherwise specified pursuant to Section 2.03 for the Subordinated Debt Securities of a series; provided, however, that in no event may the total number of days during which any Payment Blockage Period or Periods is in effect exceed 179 days in the aggregate during any 360 consecutive day period. For purposes of this Section 12.03, no default or event of default which existed or was continuing on the date of the commencement of any Payment Blockage Period with respect to the Designated Senior Indebtedness of such Guarantor initiating such Payment Blockage Period shall be, or be made, the basis of the commencement of a subsequent Payment Blockage Period by the Representative of such Designated Senior Indebtedness, whether or not within a period of 360 consecutive days, unless such default or event of default shall have been cured or waived for a period of not less than 90 consecutive days.

ARTICLE VII

GUARANTEE OF THE NOTES

Section 7.1 Guarantee of the Notes. In accordance with Article XIV of the Base Indenture, the Notes, subject to Section 7.2, shall be fully, unconditionally and absolutely guaranteed by the Parent Guarantor (the "Guarantee") and are hereby designated as entitled to the benefits of the Guarantee of the Parent Guarantor. Initially, there shall be no Subsidiary Guarantors; provided, however, if any Subsidiary is required hereafter to guarantee the Notes pursuant to Section 4.14 of the Indenture, such Guarantee shall be subordinated in the same manner as the Guarantee of the Parent Guarantor.

Section 7.2 Ranking of the Guarantee.

(a) The obligations of the Parent Guarantor under the Guarantee shall be subordinated to all Senior Indebtedness (as defined in this Eighteenth Supplemental Indenture) of the Parent Guarantor on the terms and subject to the conditions set forth in Article XII of the Base Indenture, and each Holder of the Notes issued hereunder by such Holder's acceptance thereof, acknowledges and agrees that the Guarantee shall be issued subject to the provisions of this Section 7.2 and such Article XII and that each Holder of Notes, whether upon original issuance or upon transfer or assignment thereof, accepts and agrees to be bound by such provisions. The Guarantee of the Parent Guarantor is a Guarantee of Subordinated Debt Securities, and, for purposes of the Notes only, and not for purposes of any other Debt Securities, all references in the Indenture to Senior Indebtedness of the Parent

Guarantor shall mean Senior Indebtedness, as defined in this Eighteenth Supplemental Indenture, of the Parent Guarantor.

(b) The Parent Guarantor's obligation under the Guarantee shall be equal in rank and right of payment in all respects and is *pari passu* with the Parent Guarantor's guarantees of the Subordinated Notes due 2066 and the Subordinated Notes due 2068.

ARTICLE VIII

APPLICABILITY OF DEFEASANCE AND COVENANT DEFEASANCE

Section 8.1 Applicability of Defeasance and Covenant Defeasance. The Notes will be subject to satisfaction, defeasance and discharge pursuant to Article XI of the Base Indenture in accordance with the provisions of such Article; provided that for purposes of the Notes only, and not for purposes of any other Debt Securities, (i) references in Section 11.02(b) of the Base Indenture to Sections 6.01(d), (g) and (h) of the Base Indenture shall be deemed to be references only to Section 6.01(d) of the Base Indenture, and that references in Section 11.02(b) of the Base Indenture to Sections 6.01(e) and (f) of the Base Indenture shall not apply.

ARTICLE IX

EVENTS OF DEFAULT AND REMEDIES OF THE TRUSTEE AND HOLDERS OF NOTES

Section 9.1 Amendment and Restatement of Section 6.01 of the Base Indenture. For purposes of the Notes only, and not for purposes of any other Debt Securities, Section 6.01 of the Base Indenture is hereby amended and restated in its entirety to read as follows:

Section 6.01 Events of Default. If any one or more of the following shall have occurred and be continuing with respect to the Notes (each of the following an "Event of Default"):

(a) failure to pay principal on the Notes when due;

(b) failure to pay Interest on the Notes when due and such default continues for thirty (30) days (it being understood that the deferral of Interest as permitted by Article IV of the Eighteenth Supplemental Indenture is not a default in payment of Interest on the Notes);

(c) the occurrence of a Bankruptcy Event with respect to the Company; or

(d) the Guarantee ceases to be in full force and effect or is declared null and void in a judicial proceeding;

then, and in each and every case that an Event of Default described in clause (a), (b), and (d) with respect to the Notes at the time Outstanding occurs and is continuing, unless the principal of, premium, if any, and Interest on all the Notes shall have already become due and payable, either the Trustee or the Holders of not less than 25% in aggregate principal amount of the Notes then Outstanding hereunder, by notice in writing to the Company (and to the Trustee if given by Holders), may, and the Trustee at the request of such Holders shall, declare the principal of, premium, if any, and Interest on all the Notes to be due and payable immediately, and upon any such declaration the same shall become and shall be immediately due and payable, anything in the Notes, this Indenture or in the Eighteenth Supplemental Indenture contained to the contrary notwithstanding. If an Event of Default described in clause (c) occurs, then and in each and every such case, unless the principal of, premium, if any, and Interest on all the Notes shall have become due and payable, the principal of, premium, if any, and Interest on all the Notes then Outstanding hereunder shall ipso facto become and be immediately due and payable without any declaration or other act on the part of the Trustee or any Holders, anything in the Notes, this Indenture or in the Eighteenth Supplemental Indenture contained to the contrary notwithstanding.

The Holders of a majority in aggregate principal amount of the Notes then Outstanding by written notice to the Trustee may rescind an acceleration and annul its consequences if the rescission would not conflict with any judgment or decree of a court of competent jurisdiction already rendered and if all existing Events of Default with respect to the Notes have been cured or waived except nonpayment of principal, premium, if any, or Interest that has become due solely because of acceleration. Upon any such rescission, the parties hereto shall be restored respectively to their several positions and rights hereunder, and all rights, remedies, and powers of the parties hereto shall continue as though no such proceeding had been taken.

Section 9.2 Conforming Amendments. The reference in the last paragraph of Section 7.06 to Section 6.01(e) or (f) of the Base Indenture shall be deemed to refer only to Section 6.01(c) of the Base Indenture.

ARTICLE X

MISCELLANEOUS

Section 10.1 Ratification of Base Indenture. The Base Indenture, as amended and supplemented by this Eighteenth Supplemental Indenture, is in all respects ratified and confirmed, and this Eighteenth Supplemental Indenture shall be deemed part of the Indenture in the manner and to the extent herein and therein provided; provided, however, that the provisions of this Eighteenth Supplemental Indenture apply solely with respect to the Notes. The Indenture shall, solely in respect of the Notes, be deemed a "junior subordinated indenture."

Section 10.2 No Recourse. No recourse under or upon any obligation, covenant, or agreement contained in this Eighteenth Supplemental Indenture or the Base Indenture or for any claim based hereon or thereon or otherwise in respect hereof or thereof, shall be had (a) against the sole manager of the Company or the general partner of the Parent Guarantor or any other partner of, or any Person which owns an interest directly or indirectly in, the Company, the Parent Guarantor or such sole manager of the Company or general partner or (b) against any past, present, or future director, manager, officer, employee, agent, member or partner, as such, of the Company, the Parent Guarantor, the sole manager of the Company or such general partner, under any rule of law, statute, or constitutional provision or otherwise, all such liability being expressly waived and released by the execution hereof by the Trustee and as part of the consideration for the issuance of the Notes.

Section 10.3 Separateness. Each Holder of Notes by its acceptance thereof acknowledges (a) that such Holder has acquired Notes in reliance upon the separateness of the Company, the sole manager of the Company and the Parent Guarantor from one another and from any other Persons, including any Affiliates thereof, (b) that the Company, the sole manager of the Company and the Parent Guarantor have assets and liabilities that are separate from those of one another and from those of other persons, including any Affiliates thereof, (c) that the Notes and other obligations owing under the Notes have not been guaranteed by any Person, other than the Parent Guarantor and only to the extent explicitly set forth herein, and (d) that, except in respect of the Parent Guarantor and as other Persons may expressly assume or guarantee any of the Notes or obligations thereunder, the Holders of the Notes shall look solely to the Company and its property and assets for the payment of any amounts payable pursuant to the Notes and for satisfaction of any obligations owing to the Holders of the Notes.

Section 10.4 Trustee Not Responsible for Recitals. The recitals herein contained are made by the Company and not by the Trustee, and the Trustee assumes no responsibility for the correctness thereof. The Trustee makes no representation as to the validity or sufficiency of this Eighteenth Supplemental Indenture.

Section 10.5 Governing Law. This Eighteenth Supplemental Indenture, the Notes and the Guarantee shall be governed by and construed in accordance with the laws of the State of New York.

Section 10.6 Time is of the Essence. Time is of the essence in performance of the obligations under this Eighteenth Supplemental Indenture.

Section 10.7 Separability. In case any one or more of the provisions contained in this Eighteenth Supplemental Indenture or in the Notes shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Eighteenth

Supplemental Indenture or of the Notes, but this Eighteenth Supplemental Indenture and the Notes shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein or therein.

Section 10.8 Treatment of the Notes. By its acceptance of the Notes, each Holder and beneficial owner of the Notes agrees to treat the Notes as indebtedness for all United States federal, state and local tax purposes.

Section 10.9 Counterparts. This Eighteenth Supplemental Indenture may be executed in any number of counterparts each of which shall be an original, but such counterparts shall together constitute but one and the same instrument.

Section 10.10 Withholding. Notwithstanding any other provision of the Indenture or this Eighteenth Supplemental Indenture to the contrary, each Holder and beneficial owner of the Notes hereby authorizes the Company, if required by the Internal Revenue Code of 1986, as amended, or by any other applicable legal requirement, to withhold any required amount from the amounts payable by the Company hereunder to any Holder and/or beneficial owner of the Notes for payment to the appropriate taxing authority. Any amount so withheld from such Person will be treated as a payment by the Company to such Person, except as otherwise provided below. Each such Person agrees to file timely any agreement that is required by any taxing authority in order to avoid any withholding obligation that would otherwise be imposed on the Company. If the amount required to be withheld with respect to such Person exceeds the amount payable to such Person, such excess will be treated as a demand loan to such Person, payable within ten (10) days after such time that the Company makes payment to the appropriate taxing authority and demand is made on such Person to pay same.

[Signature Page Follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Eighteenth Supplemental Indenture to be duly executed and as of the day and year first above written.

ENTERPRISE PRODUCTS OPERATING LLC, as Issuer

By: Enterprise Products OLPGP, Inc.,
its Sole Manager

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

ENTERPRISE PRODUCTS PARTNERS L.P., as
Parent Guarantor

By: Enterprise Products GP, LLC,
its General Partner

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

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Trustee

By: /s/ Patrick T. Giordano
Name: Patrick T. Giordano
Title: Vice President

EXHIBIT A

FORM OF NOTES

(FORM OF FACE OF NOTES)

[UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY ("DTC") (55 WATER STREET, NEW YORK, NEW YORK 10041) TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR SUCH OTHER NAME AS MAY BE REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR SUCH OTHER ENTITY AS MAY BE REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.]*

[TRANSFERS OF THIS GLOBAL SECURITY SHALL BE LIMITED TO TRANSFERS IN WHOLE, BUT NOT IN PART, TO NOMINEES OF DTC OR TO A SUCCESSOR THEREOF OR SUCH SUCCESSOR'S NOMINEE AND TRANSFERS OF PORTIONS OF THIS GLOBAL SECURITY SHALL BE LIMITED TO TRANSFERS MADE IN ACCORDANCE WITH THE RESTRICTIONS SET FORTH IN THE INDENTURE REFERRED TO HEREIN.]*

No.

Principal Amount
$___, [which amount may be
increased or decreased by the Schedule
of Increases and Decreases in Global Security
attached hereto.] *

ENTERPRISE PRODUCTS OPERATING LLC

7.000% FIXED/FLOATING RATE JUNIOR SUBORDINATED NOTES DUE 2067

CUSIP_____

ENTERPRISE PRODUCTS OPERATING LLC, a Texas limited liability company (the "Company," which term includes any successor under the Indenture hereinafter referred to), for value received, hereby promises to pay to [Cede & Co.]* or its registered assigns, the principal sum of _____U.S. dollars ($_____), [or such greater or lesser principal sum as is shown on the attached Schedule of Increases and Decreases in Global Security]* on June 1, 2067 in such coin and currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts, and to pay interest as provided below.

* To be included in a Book-Entry Note.

From June 1, 2009 to, but not including, June 1, 2017 (or, if earlier, until the principal thereof is paid) (the "Fixed Rate Period"), the outstanding principal amount hereof and (to the extent that payment of such interest is enforceable under applicable law) any Deferred Interest or overdue installment of Interest hereon will bear interest at the per annum rate of 7.000% payable (subject to the provisions of the Indenture more fully described on the reverse hereof that permit the Company to elect to defer payments of Interest) semi-annually in arrears on June 1 and December 1, of each year, commencing December 1, 2009, compounded semi-annually through the end of the Fixed Rate Period. From June 1, 2017 to, but not including, the maturity date hereof (or, if earlier, until the principal thereof is paid) (the "Floating Rate Period"), the outstanding principal amount hereof and (to the extent that payment of such interest is enforceable under applicable law) any Deferred Interest or overdue installment of Interest hereon will bear interest during each Quarterly Interest Period at the applicable Floating Rate for such Quarterly Interest Period calculated pursuant to the Indenture, payable (subject to the provisions of the Indenture more fully described on the reverse hereof that permit the Company to elect to defer payments of Interest) quarterly in arrears on each March 1, June 1, September 1, and December 1, commencing September 1, 2017, compounded quarterly at such prevailing Floating Rate through the end of the Floating Rate Period. Payments of Interest shall be made to the person in whose name the Notes are registered at the close of business on the record date for such Interest Payment Date, which during the Fixed Rate Period shall be the May 15 or November 15, as the case may be, immediately preceding each Interest Payment Date and during the Floating Rate Period shall be the February 15, May 15, August 15, or November 15, as the case may be, immediately preceding each Interest Payment Date (each, a "Regular Record Date").

Reference is made to the further provisions of the Notes set forth on the reverse hereof. Such further provisions shall for all purposes have the same effect as though fully set forth at this place.

The statements in the legends set forth in the Notes are an integral part of the terms of the Notes and by acceptance hereof the Holder of the Notes agrees to be subject to, and bound by, the terms and provisions set forth in each such legend.

The Notes are a series of Debt Securities designated as the 7.000% Fixed/Floating Rate Junior Subordinated Notes due 2067 of the Company and are issued under and governed by the Indenture dated as of October 4, 2004 (as amended by the Tenth Supplemental Indenture thereto, dated as of June 30, 2007, the "Base Indenture"), duly executed and delivered by the Company, as issuer, and Enterprise Products Partners L.P., as parent guarantor (the "Parent Guarantor"), to Wells Fargo Bank, National Association, as trustee (the "Trustee"), as supplemented by the Eighteenth Supplemental Indenture dated as of October 27, 2009, duly executed by the Company, the Parent Guarantor and the Trustee (the "Eighteenth Supplemental Indenture," and together with the Base Indenture, as the same may be further amended or supplemented from time to time, the "Indenture"). The terms of the Indenture are incorporated herein by reference. Any term defined in the Indenture has the same meaning when used herein.

If and to the extent any provision of the Indenture limits, qualifies, or conflicts with any other provision of the Indenture that is required to be included in the Indenture or is deemed applicable to the Indenture by virtue of the provisions of the Trust Indenture Act of 1939, as amended (the "TIA"), such required provision shall control.

The Company hereby irrevocably undertakes to the Holder hereof to exchange the Notes in accordance with the terms of the Indenture without charge.

The Notes shall not be valid or become obligatory for any purpose until the Trustee's Certificate of Authentication hereon shall have been manually signed by the Trustee under the Indenture.

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed by its sole manager.

Dated: October 27, 2009

ENTERPRISE PRODUCTS OPERATING LLC

By: Enterprise Products OLPGP, Inc.,
its Sole Manager

By: _____
Name: W. Randall Fowler
Title: Executive Vice President and Chief Financial Officer

TRUSTEE'S CERTIFICATE OF AUTHENTICATION:

This is one of the Debt Securities of the series designated herein referred to in the within-mentioned Indenture.

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Trustee

By: _____
Authorized Signatory

[REVERSE OF SECURITY]

ENTERPRISE PRODUCTS OPERATING LLC

7.000% FIXED/FLOATING RATE JUNIOR SUBORDINATED NOTES DUE 2067

The Notes are one of a duly authorized issue of Debt Securities of the Company issued under and pursuant to the Indenture, to which Indenture reference is hereby made for a description of the rights, limitations of rights, obligations, duties, and immunities thereunder of the Trustee, the Company, the Parent Guarantor and the Holders of the Debt Securities. The Debt Securities may be issued in one or more series, which different series may be issued in various aggregate principal amounts, may mature at different times, may bear interest (if any) at different rates, may be subject to different sinking, purchase or analogous funds (if any) and may otherwise vary as provided in the Indenture. The Notes are of a series designated as the 7.000% Fixed/Floating Rate Junior Subordinated Notes due 2067 of the Company (the "Notes").

1. *Interest*.

During the Fixed Rate Period, the outstanding principal amount hereof and (to the extent that payment of such interest is enforceable under applicable law) any Deferred Interest or overdue installment of Interest hereon will bear interest at the per annum rate of 7.000% payable (subject to the provisions of the Indenture relating to Interest deferrals more fully described below) semi-annually in arrears on June 1 and December 1 of each year commencing on December 1, 2009, compounded semi-annually through the end of the Fixed Rate Period. During the Floating Rate Period, the outstanding principal amount hereof and (to the extent that payment of such interest is enforceable under applicable law) any Deferred Interest or overdue installment of Interest hereon will bear interest during each Quarterly Interest Period at the applicable Floating Rate for such Quarterly Interest Period calculated pursuant to the Indenture, payable (subject to the provisions of the Indenture relating to Interest deferrals more fully described below) quarterly in arrears on each March 1, June 1, September 1 and December 1, commencing September 1, 2017, compounded quarterly at such prevailing Floating Rate through the end of the Floating Rate Period.

During the Fixed Rate Period, the amount of Interest payable on any Interest Payment Date will be computed on the basis of a 360-day year of twelve 30-day months. During the Floating Rate Period, the amount of any Interest payable on any Interest Payment Date will be computed on the basis of a 360-day year and the actual number of days elapsed. In the event that any date on which Interest is payable on this Note is not a Business Day, then a payment of the Interest payable on such date will, subject to certain exceptions described in the Eighteenth Supplemental Indenture, be made on the next succeeding day which is a Business Day (and without any interest or other payment in respect of any such delay), with the same force and effect as if made on the date the payment was originally payable.

2. *Optional Deferral of Interest.*

Subject to the terms of the Indenture, the Company shall have the right, at any time and from time to time during the term of the Notes, to elect to defer payment of all or any portion of any Current Interest and/or Deferred Interest otherwise due on the Notes on any Interest Payment Date. No Interest on the Notes shall be due and payable on any Interest Payment Date during an Optional Deferral Period; however, Interest shall accrue on the Notes during such period in accordance with the Eighteenth Supplemental Indenture.

3. *Method of Payment.*

The Company shall pay interest on the Notes (except Defaulted Interest) to the persons who are the registered Holders at the close of business on the Regular Record Date immediately preceding the Interest Payment Date. The Company shall pay principal, premium, if any, and interest in such coin or currency of the United States of America as at the time of payment shall be legal tender for payment of public and private debts. Payments in respect of a Global Security (including principal, premium, if any, and interest) will be made by wire transfer of immediately available funds to the accounts specified by the Depositary. Payments in respect of Notes in definitive

form (including principal, premium, if any, and interest) will be made at the office or agency of the Company maintained for such purpose within The City of New York, which initially will be the corporate trust office of Wells Fargo Bank, National Association at 45 Broadway, 14th Floor, New York, New York 10006, or, at the option of the Company, payment of interest may be made by check mailed to the Holders on the relevant record date at their addresses set forth in the Debt Security Register of Holders or at the option of the Holder, payment of interest on Notes in definitive form will be made by wire transfer of immediately available funds to any account maintained in the United States, provided such Holder has requested such method of payment and provided timely wire transfer instructions to the paying agent. The Holder must surrender these Notes to a paying agent to collect payment of principal.

4. *Paying Agent and Registrar*.

Initially, Wells Fargo Bank, National Association will act as paying agent and Registrar. The Company may change any paying agent or Registrar at any time upon notice to the Trustee and the Holders. The Company may act as paying agent.

5. *Indenture*.

The Notes are one of a duly authorized issue of Debt Securities of the Company issued and to be issued in one or more series under the Indenture.

The terms of the Notes include those stated in the Indenture, those made part of the Indenture by reference to the TIA, as in effect on the date of the Base Indenture (October 4, 2004), and those terms stated in the Eighteenth Supplemental Indenture. The Notes are subject to all such terms, and Holders of Securities are referred to the Indenture, the Eighteenth Supplemental Indenture and the TIA for a statement of them. The Notes are junior subordinated obligations of the Company and are not secured by any of the assets of the Company.

6. *Denominations; Transfer; Exchange*.

The Notes are to be issued in registered form, without coupons, in denominations of $1,000 and integral multiples of $1,000 in excess thereof. A Holder may register the transfer of, or exchange, Notes in accordance with the Indenture. The Registrar may require a Holder, among other things, to furnish appropriate endorsements and transfer documents and to pay any taxes and fees required by law or permitted by the Indenture.

7. *Person Deemed Owners*.

The registered Holder of Notes may be treated as the owner of it for all purposes.

8. *Amendment*; Supplement; *Waiver*.

Subject to certain exceptions, the Indenture may be amended or supplemented, and any existing Event of Default or compliance with any provision may be waived, with the consent of the Holders of a majority in principal amount of the Outstanding Notes. Without consent of any Holder of Notes, the parties thereto may amend or supplement the Indenture to, among other things, cure any ambiguity or omission, to correct any defect or inconsistency, or to make any other change that does not adversely affect the rights of any Holder of Notes. Any such consent or waiver by the Holder of these Notes (unless revoked as provided in the Indenture) shall be conclusive and binding upon such Holder and upon all future Holders and owners of these Notes and any Notes which may be issued in exchange or substitution herefor, irrespective of whether or not any notation thereof is made upon these Notes or such other Notes.

9. *Defaults and Remedies*.

Certain events of bankruptcy or insolvency respecting the Company are Events of Default that will result in the principal amount of the Notes, together with premium, if any, and Interest thereon, becoming due and payable immediately upon the occurrence of such Events of Default. If any other Event of Default with respect to the Notes

occurs and is continuing, then in every such case the Trustee or the Holders of not less than 25% in aggregate principal amount of the Notes then Outstanding may declare the principal amount of all the Notes, together with premium, if any, and Interest thereon, to be due and payable immediately in the manner and with the effect provided in the Indenture. Notwithstanding the preceding sentence, at any time after such a declaration of acceleration has been made, the Holders of a majority in principal amount of the Outstanding Notes, by written notice to the Trustee, may rescind such declaration and annul its consequences if the rescission would not conflict with any judgment or decree of a court of competent jurisdiction already rendered and if all Events of Default with respect to the Notes, other than the nonpayment of the principal, premium, if any, or Interest which has become due solely by such declaration acceleration, shall have been cured or shall have been waived. No such rescission shall affect any subsequent default or shall impair any right consequent thereon. Holders of Notes may not enforce the Indenture or the Notes except as provided in the Indenture. The Trustee may require reasonable indemnity or security before it enforces the Indenture or the Notes. Subject to certain limitations, Holders of a majority in aggregate principal amount of the Notes then Outstanding may direct the Trustee in its exercise of any trust or power.

10. *Trustee Dealings with Company*.

The Trustee under the Indenture, in its individual or any other capacity, may make loans to, accept deposits from, and perform services for the Company or its Affiliates or any subsidiary of the Company's Affiliates, and may otherwise deal with the Company or its Affiliates as if it were not the Trustee.

11. *Authentication*.

These Notes shall not be valid until the Trustee signs the certificate of authentication on the other side of these Notes.

12. *Abbreviations and Defined Terms*.

Customary abbreviations may be used in the name of a Holder of Notes or an assignee, such as: TEN COM (tenant in common), TEN ENT (tenants by the entireties), JT TEN (joint tenants with right of survivorship and not as tenants in common), CUST (Custodian), and U/G/M/A (Uniform Gifts to Minors Act).

13. *CUSIP Numbers*.

Pursuant to a recommendation promulgated by the Committee on Uniform Note Identification Procedures, the Company has caused CUSIP numbers to be printed on the Notes as a convenience to the Holders of the Notes. No representation is made as to the accuracy of such number as printed on the Notes and reliance may be placed only on the other identification numbers printed hereon.

14. *Absolute Obligation.*

No reference herein to the Indenture and no provision of the Notes or the Indenture shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of, premium, if any, and interest on these Notes in the manner, at the respective times, at the rate and in the coin or currency herein prescribed.

15. *No Recourse*.

The general partner of the Parent Guarantor and its directors, officers, employees, and members, as such, shall have no liability for any obligations of any Guarantor or the Company under the Notes, the Indenture, or any Guarantee or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder by accepting the Notes waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Notes.

16. *Ranking*.

The Notes rank junior and subordinate in rank and priority of payment to all of the Company's Senior Indebtedness as more fully provided in Article XII of the Base Indenture and Article VI of the Eighteenth Supplemental Indenture. The Notes are equal in rank and right of payment in all respects and are *pari passu* with the Company's 8.375% Fixed/Floating Rate Junior Subordinated Notes due 2066 and 7.034% Fixed/Floating Rate Junior Subordinated Notes due 2068.

17. *Optional Redemption*.

The Notes are subject to redemption prior to maturity at the redemption price and in the manner provided in the Indenture and the Eighteenth Supplemental Indenture.

18. *Governing Law*.

The Notes shall be construed in accordance with and governed by the laws of the State of New York.

19. *Guarantee*.

Subject to Article XII of the Base Indenture and Articles VI and VII of the Eighteenth Supplemental Indenture, the Notes are fully and unconditionally guaranteed on an unsecured basis by the Parent Guarantor. The Parent Guarantor's obligations under the Guarantee rank junior and subordinate in rank and priority of payment to all of the Parent Guarantor's Senior Indebtedness. The Parent Guarantor's obligation under the Guarantee is equal in rank and right of payment in all respects and is *pari passu* with the Parent Guarantor's guarantees of the Company's 8.375% Fixed/Floating Rate Junior Subordinated Notes due 2066 and 7.034% Fixed/Floating Rate Junior Subordinated Notes due 2068.

20. *Reliance*.

The Holder, by accepting these Notes, acknowledges (a) that such Holder has acquired Notes in reliance upon the separateness of the Company, the sole manager of the Company and the Parent Guarantor from one another and from any other Persons, including any Affiliates thereof, (b) that the Company, the sole manager of the Company and the Parent Guarantor have assets and liabilities that are separate from those of one another and from those of other persons, including any Affiliates thereof, (c) that the Notes and other obligations owing under the Notes have not been guaranteed by any Person, other than the Parent Guarantor and only to the extent explicitly set forth herein, and (d) that, except in respect of the Parent Guarantor and as other Persons may expressly assume or guarantee any of the Notes or obligations thereunder, the Holder shall look solely to the Company and its property and assets for the payment of any amounts payable pursuant to the Notes and for satisfaction of any obligations owing to the Holder.

NOTATION OF GUARANTEE

Subject to Article XII of the Base Indenture and Articles VI and VII of the Eighteenth Supplemental Indenture, the Parent Guarantor (which term includes any successor Person under the Indenture), has fully, unconditionally and absolutely guaranteed, to the extent set forth in the Indenture and subject to the provisions in the Indenture, the due and punctual payment of the principal of, and premium, if any, and interest on the Notes and all other amounts due and payable (subject to the right of the Company to defer Interest payments on the terms and conditions set forth in Section 4.1 of the Eighteenth Supplemental Indenture) under the Indenture by the Company. The Parent Guarantor's obligations under such guarantee rank junior and subordinate in rank and priority of payment to all of the Parent Guarantor's Senior Indebtedness and constitute a guarantee of Subordinated Debt Securities for all purposes under the Indenture.

The obligations of the Parent Guarantor to the Holders of Securities and to the Trustee pursuant to its Guarantee and the Indenture are expressly set forth in Article XIV of the Base Indenture, and are subject to the provisions of Article XII of the Base Indenture and Section 7.2 of the Eighteenth Supplemental Indenture, and reference is hereby made to such documents for the precise terms of the Guarantee.

ENTERPRISE PRODUCTS PARTNERS L.P.

By: Enterprise Products GP, LLC,
its General Partner

By: _____
Name: W. Randall Fowler
Title: Executive Vice President and Chief Financial Officer

ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of this instrument, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM	—	as tenants in common	UNIF GIFT MIN ACT —	_____ (Cust.)
TEN ENT	—	as tenants by entireties	Custodian for:	_____ (Minor)
JT TEN	—	as joint tenants with right of survivorship and not as tenants in common	Under Uniform Gifts to Minors Act of	_____ (State)

Additional abbreviations may also be used though not in the above list.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sell(s), assign(s) and transfer(s) unto

PLEASE INSERT SOCIAL SECURITY OR OTHER
IDENTIFYING NUMBER OF ASSIGNEE

_____

_____

Please print or type name and address including postal zip code of assignee

_____

the within Security and all rights thereunder, hereby irrevocably constituting and appointing

_____

to transfer said Security on the books of the Partnership, with full power of substitution in the premises.

Dated _____ _____

Registered Holder

SCHEDULE OF INCREASES OR DECREASES IN GLOBAL SECURITIES*

The following increases or decreases in this Global Security have been made:

Date of Exchange	Amount of Decrease in Principal Amount of this Global Security	Amount of Increase in Principal Amount of this Global Security	Principal Amount of this Global Security following such decrease (or increase)	Signature of authorized officer of Trustee or Depositary

* To be included in a Book-Entry Note.

Exhibit 4.9

Replacement Capital Covenant, dated as of October 27, 2009 (this "Replacement Capital Covenant"), by and among Enterprise Products Operating LLC, a Texas limited liability company (together with its successors and assigns, the "Company"), and Enterprise Products Partners L.P., a Delaware limited partnership (together with its successors and assigns, the "Guarantor" and, together with the Company and the respective Subsidiaries of the Company and the Guarantor, the "Company Group"), in favor of and for the benefit of each Covered Debtholder (as defined below).

Recitals

A. On the date hereof, the Company is issuing $285,759,000 aggregate principal amount of its 7.000% Fixed/Floating Rate Junior Subordinated Notes due 2067 (the "Subordinated Notes"), which Subordinated Notes were issued pursuant to, and fully and unconditionally guaranteed by the Guarantor in accordance with, the Subordinated Indenture, dated as of October 4, 2004, as supplemented by the Tenth Supplemental Indenture dated as of June 30, 2007 and the Eighteenth Supplemental Indenture dated as of October 27, 2009 (together, the "Subordinated Indenture"), among the Company, the Guarantor, and Wells Fargo Bank, National Association, as trustee.

B. This Replacement Capital Covenant is the "Replacement Capital Covenant" referred to in the Registration Statement on Form S-4 (Registration No. 333-162091) of the Company and the Guarantor declared effective by the Securities and Exchange Commission on October 7, 2009.

C. The Company and the Guarantor, in entering into and disclosing the content of this Replacement Capital Covenant in the manner provided below, are doing so with the intent that the covenants provided for in this Replacement Capital Covenant be enforceable by each Covered Debtholder and that the Company and the Guarantor be estopped from breaching the covenants in this Replacement Capital Covenant, in each case to the fullest extent permitted by applicable law.

D. The Company and the Guarantor acknowledge that reliance by each Covered Debtholder upon the covenants in this Replacement Capital Covenant is reasonable and foreseeable by the Company and the Guarantor and that the breach by the Company or the Guarantor of such covenants could result in injury or damages to a Covered Debtholder.

NOW, THEREFORE, the Company and the Guarantor hereby covenant and agree as follows in favor of and for the benefit of each Covered Debtholder.

SECTION 1. Definitions. Capitalized terms used in this Replacement Capital Covenant (including the Recitals) have the meanings set forth in Schedule I hereto.

SECTION 2. Limitations on Redemption, Repurchase, Defeasance or Purchase of Subordinated Notes. The Company and the Guarantor hereby promise and covenant to and for the benefit of each Covered Debtholder that the Company shall not redeem or repurchase, or defease or discharge through the deposit of money and/or U.S. Government Obligations as contemplated by Article XI of the Subordinated Indenture (herein referred to as "defeasance"),

any portion of the principal amount of the Subordinated Notes, and the Company and the Guarantor shall not purchase and shall cause their respective Subsidiaries not to purchase, all or any part of the Subordinated Notes, in each case, on or before the Termination Date, except to the extent that the principal amount repaid or defeased or the applicable repurchase, redemption or purchase price does not exceed the sum of the following amounts:

(i) the Applicable Percentage of (a) the aggregate amount of the net cash proceeds any member of the Company Group has received from the sale of Common Units and Subordinated Units and Rights to acquire Units; and (b) the Market Value of any of the Common Units or Subordinated Units that have been issued in connection with the conversion into or exchange for Common Units or Subordinated Units of any convertible or exchangeable securities, other than, in the case of clause (b), where the security into or for which such Common Units or Subordinated Units are convertible or exchangeable has received equivalent equity credit from any NRSRO; plus

(ii) the aggregate amount of net cash proceeds a member of the Company Group has received from the sale of Replacement Capital Securities (other than the securities set forth in clause (i) above);

in each case, to Persons other than a member of the Company Group within the applicable Measurement Period (it being understood that any such net cash proceeds or Market Value shall be applied only once to the redemption, repurchase, defeasance or purchase of Subordinated Notes, that the earliest net cash proceeds or Market Value in any Measurement Period shall be deemed applied first to any such redemption, repurchase, defeasance or purchase, and that any net cash proceeds or Market Value not so applied shall continue to be available in any other Measurement Period within which it falls); provided that the limitations in this Section 2 shall not restrict the redemption, repurchase, defeasance or purchase of any Subordinated Notes that have been previously repurchased, defeased or purchased in accordance with this Replacement Capital Covenant.

SECTION 3. Covered Debt.

(a) The Company and the Guarantor represent and warrant that the Initial Covered Debt is Eligible Debt.

(b) On or during the 30-day period immediately preceding any Redesignation Date with respect to the Covered Debt then in effect, the Company shall identify the series of Eligible Debt that will become the Covered Debt on and after such Redesignation Date in accordance with the following procedures:

(i) the Company shall identify each series of then outstanding long-term indebtedness for money borrowed that is Eligible Debt of the Company or, if the Company does not have any Eligible Debt outstanding, of the Guarantor;

(ii) if only one series of such then outstanding long-term indebtedness for money borrowed is Eligible Debt, such series shall become the Covered Debt commencing on such Redesignation Date;

(iii) if the Company or the Guarantor, as applicable, has more than one outstanding series of long-term indebtedness for money borrowed that is Eligible Debt, then the Company shall identify the series that has the latest occurring final maturity date as of the date the Company is applying the procedures in this Section 3(b) and such series shall become the Covered Debt on such Redesignation Date;

(iv) the series of outstanding long-term indebtedness for money borrowed that is determined to be Covered Debt pursuant to clause (ii) or (iii) above shall be the Covered Debt for purposes of this Replacement Capital Covenant for the period commencing on such Redesignation Date and continuing to but not including the Redesignation Date as of which a new series of outstanding long-term indebtedness is next determined to be the Covered Debt pursuant to the procedures set forth in this Section 3(b); and

(v) in connection with such identification of a new series of Covered Debt, the Company and the Guarantor shall give the notice provided for in Section 3(c) within the time frame provided for in such section.

Notwithstanding any other provisions of this Replacement Capital Covenant, if a series of Eligible Senior Debt of the Company or any Guarantor has become the Covered Debt in accordance with this Section 3(b), on the date on which the issuer of such Covered Debt issues a new series of Eligible Subordinated Debt, then immediately upon such issuance such new series of Eligible Subordinated Debt shall become the Covered Debt and the applicable series of Eligible Senior Debt shall cease to be the Covered Debt.

(c) Notice. In order to give effect to the intent of the Company and the Guarantor described in Recital C, the Company and the Guarantor covenant that (i) simultaneously with the execution of this Replacement Capital Covenant or as soon as practicable after the date hereof (x) notice shall be given to the Holders of the Initial Covered Debt and the trustee under the indenture or other instrument establishing such debt, in the manner provided in the indenture or such instrument, of this Replacement Capital Covenant and the rights granted to such Holders hereunder and (y) the Guarantor shall file a copy of this Replacement Capital Covenant with the Commission as an exhibit to a Current Report on Form 8-K under the Securities Exchange Act; (ii) so long as the Guarantor is a reporting issuer under the Securities Exchange Act, the Guarantor shall include in each annual report filed after the date hereof with the Commission on Form 10-K under the Securities Exchange Act a description of the covenant set forth in Section 2 and identify the series of long-term indebtedness for money borrowed that is Covered Debt as of the date such Form 10-K is filed with the Commission; (iii) if a series of the long-term indebtedness for money borrowed of the Company or the Guarantor (1) becomes Covered Debt or (2) ceases to be Covered Debt, the Company and the Guarantor shall give notice of such occurrence within 30 days to the Holders of such long-term indebtedness for money borrowed in the manner provided for in the indenture or other instrument under which such long-term indebtedness for money borrowed was issued and the Guarantor shall report such change in a Current Report on Form 8-K (which shall include or incorporate by reference this Replacement Capital Covenant) and in the Guarantor's next quarterly report on Form 10-Q or annual report on Form 10-K, as applicable; (iv) if, and only if, the Guarantor ceases to be a reporting company under the Securities Exchange Act, the Guarantor shall (A) post on its website the information otherwise required to be included in Securities Exchange Act filings pursuant to clauses (ii) and

(iii) of this Section 3(c) and (B) cause a notice of the existence of this Replacement Capital Covenant to be posted on the Bloomberg screen for the Covered Debt or any successor Bloomberg screen and each similar third-party vendor's screen the Guarantor reasonably believes is appropriate (each an "Investor Screen") and use its commercially reasonable efforts to cause a hyperlink to a definitive copy of this Replacement Capital Covenant to be included on the Investor Screen for each series of Covered Debt, in each case to the extent permitted by Bloomberg or such similar third-party vendor, as the case may be; and (v) promptly upon request by any Holder of Covered Debt, such Holder will be provided with an executed copy of this Replacement Capital Covenant.

SECTION 4. Termination, Amendment and Waiver. (a) The obligations of the Company and the Guarantor pursuant to this Replacement Capital Covenant shall remain in full force and effect until the earliest date (the "Termination Date") to occur of (i) 12:00 a.m. (New York, New York time) on June 1, 2037, or if earlier, the date on which the Subordinated Notes are otherwise paid, redeemed, defeased or purchased in full in accordance with this Replacement Capital Covenant, (ii) the date, if any, on which the Holders of a majority by principal amount of the then-effective series of Covered Debt consent or agree in writing to the termination of this Replacement Capital Covenant and the obligations of the Company and the Guarantor hereunder, (iii) the date on which none of the Company or the Guarantor has any series of outstanding Eligible Senior Debt or Eligible Subordinated Debt (in each case without giving effect to the rating requirement in clause (b) of the definition of each such term) and (iv) the date on which the Subordinated Notes are accelerated as a result of an event of default under the Subordinated Indenture. From and after the Termination Date, the obligations of the Company and the Guarantor pursuant to this Replacement Capital Covenant shall be of no further force and effect.

(b) This Replacement Capital Covenant may be amended or supplemented from time to time by a written instrument signed by the Company and the Guarantor with the consent of the Holders of a majority by principal amount of the then-effective series of Covered Debt, provided that this Replacement Capital Covenant may be amended or supplemented from time to time by a written instrument signed only by the Company and the Guarantor (and without the consent of any Holders of the then-effective series of Covered Debt) if any of the following apply (it being understood that any such amendment or supplement may fall into one or more of the following):

(i) such amendment or supplement eliminates Common Units or Subordinated Units (or Rights to acquire Units) as Replacement Capital Securities, if either (A) the Guarantor has been advised in writing by a nationally recognized independent accounting firm that or (B) an accounting standard or interpretive guidance of an existing accounting standard by an organization or regulator that has responsibility for establishing or interpreting accounting standards in the United States becomes effective such that, in each case, there is more than an insubstantial risk that the failure to do so would result in a reduction in the Guarantor's earnings per Common Unit or Subordinated Unit as calculated for financial reporting purposes,

(ii) the effect of such amendment or supplement is solely to impose additional restrictions on the ability of a member of the Company Group to redeem, repurchase, defease or purchase the Subordinated Notes or to impose additional restrictions on, or to eliminate certain of, the types of securities qualifying as Replacement Capital Securities and the Company and the Guarantor has delivered to the Holders of the then-effective

series of Covered Debt in the manner provided for in the indenture or other instrument with respect to such Covered Debt a written certificate to that effect executed on its behalf by an officer of its general partner,

(iii) such amendment or supplement extends the date specified in Section 4(a)(i), the Stepdown Date or both, or

(iv) such amendment or supplement is not adverse to the rights of the Covered Debtholders hereunder and the Company and the Guarantor has delivered to the Holders of the then-effective series of Covered Debt in the manner provided for in the indenture or other instrument with respect to such Covered Debt a written certificate executed on its behalf by an officer of its general partner stating that the Company and the Guarantor have determined that such amendment or supplement is not adverse to the Covered Debtholders. For the avoidance of doubt, an amendment or supplement that adds new types of Replacement Capital Securities or modifies the requirements of the Replacement Capital Securities described herein would not be adverse to the rights of the Covered Debtholders if, following such amendment or supplement, this Replacement Capital Covenant would satisfy clause (ii)(b) of the definition of Qualifying Replacement Capital Covenant.

(c) For purposes of Sections 4(a) and 4(b), the Holders whose consent or agreement is required to terminate, amend or supplement this Replacement Capital Covenant or the obligations of the Company hereunder shall be the Holders of the then-effective Covered Debt as of a record date established by the Company that is not more than 60 days prior to the date on which the Company proposes that such termination, amendment or supplement becomes effective.

SECTION 5. Miscellaneous. (a) **This Replacement Capital Covenant shall be governed by and construed in accordance with the laws of the State of New York**.

(b) This Replacement Capital Covenant shall be binding upon the Company and the Guarantor and their respective successors and assigns and shall inure to the benefit of the Covered Debtholders as they exist from time-to-time (it being understood and agreed by the Company and the Guarantor that any Person who is a Covered Debtholder, if such Person initiates a claim or proceeding to enforce its rights under this Replacement Capital Covenant after the Company or the Guarantor has violated its covenants in Section 2 and before the series of long-term indebtedness for money borrowed held by such Person is no longer Covered Debt, such Person's rights under this Replacement Capital Covenant shall not terminate by reason of such series of long-term indebtedness for money borrowed no longer being Covered Debt until the termination of such claim or proceeding). If at any time the Covered Debt is held by a trust (for example, where the Covered Debt is part of a an issuance of trust preferred securities), a holder of the securities issued by such trust may enforce (including by instituting legal proceedings) this Replacement Capital Covenant directly against the Company and the Guarantor as if such holder owned the Covered Debt Directly, and the holders of such trust securities shall be deemed Holders of Covered Debt for purposes of this Replacement Capital Covenant for so long as the indebtedness held by such trust remains Covered Debt hereunder. Other than the Covered Debtholders as provided in the previous two sentences, no other Person shall have any rights under this Replacement Capital Covenant or be deemed a third party

beneficiary of or entitled to rely on this Replacement Capital Covenant. In particular, no holder of the Subordinated Notes is a third party beneficiary of this Replacement Capital Covenant, it being understood that the rights of the holders of the notes are set forth in the Subordinated Indenture.

(c) All demands, notices, requests and other communications to the Company or the Guarantor under this Replacement Capital Covenant shall be deemed to have been duly given and made if in writing and (i) if served by personal delivery upon the Company or the Guarantor, on the day so delivered (or, if such day is not a Business Day, the next succeeding Business Day), (ii) if delivered by registered post or certified mail, return receipt requested, or sent to the Company or the Guarantor by a national or international courier service, on the date of receipt by the Company or the Guarantor, as applicable (or, if such date of receipt is not a Business Day, the next succeeding Business Day), or (iii) if sent by telecopier, on the day telecopied, or if not a Business Day, the next succeeding Business Day, provided that the telecopy is promptly confirmed by telephone confirmation thereof, and in each case to the Company or the Guarantor at the address set forth below, or at such other address as the Company may thereafter notify to Covered Debtholders or post on its website as the address for notices under this Replacement Capital Covenant:

If to the Company, to:

Enterprise Products Operating LLC
1100 Louisiana Street, 18th Floor
Houston, Texas 77002
Attention: Chief Legal Officer
Telecopy No.: (713) 803-2905
Telephone: (713) 381-6500

If to the Guarantor, to:

Enterprise Products Partners L.P.
1100 Louisiana Street, 18th Floor
Houston, Texas 77002
Attention: Chief Legal Officer
Telecopy No.: (713) 803-2905
Telephone: (713) 381-6500

IN WITNESS WHEREOF, the Company and the Guarantor have caused this Replacement Capital Covenant to be executed by a duly authorized officer, as of the day and year first above written.

ENTERPRISE PRODUCTS OPERATING LLC

By: Enterprise Products OLPGP, Inc.
Its: Sole Manager

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

ENTERPRISE PRODUCTS PARTNERS L.P.

By: Enterprise Products GP, LLC
Its: General Partner

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

Definitions

"Alternative Payment Mechanism" means, with respect to any Qualifying Capital Securities, provisions in the related transaction documents that require the issuer thereof, in its discretion, to issue (or use commercially reasonable efforts to issue) one or more types of APM Qualifying Securities raising eligible proceeds at least equal to the deferred Distributions on such Qualifying Capital Securities and apply the proceeds to pay unpaid Distributions on such Qualifying Capital Securities, commencing on the earlier of (x) the first Distribution Date after commencement of a deferral period on which such issuer pays current Distributions on such Qualifying Capital Securities and (y) the fifth anniversary of the commencement of such deferral period, and that:

(a) define "eligible proceeds" to mean, for purposes of such Alternative Payment Mechanism, the net proceeds (after underwriters' or placement agents' fees, commissions or discounts and other expenses relating to the issuance or sale) that such issuer has received during the 180 days prior to the related Distribution Date from the issuance of APM Qualifying Securities to Persons other than a member of the Company Group, up to the Preferred Cap (as defined in (d) below) in the case of APM Qualifying Securities that are Qualifying Preferred Units;

(b) permit such issuer to pay current Distributions on any Distribution Date out of any source of funds but (x) require such issuer to pay deferred Distributions only out of eligible proceeds and (y) prohibit such issuer from paying deferred Distributions out of any source of funds other than eligible proceeds;

(c) if deferral of Distributions continues for more than one year, require such issuer or any of its Subsidiaries not to redeem, repurchase or purchase any securities that rank *pari passu* with or junior to any APM Qualifying Securities that such issuer has issued to settle deferred Distributions in respect to that deferral period until at least one year after all deferred Distributions have been paid (a "Repurchase Restriction");

(d) limit the obligation of such issuer to issue (or use commercially reasonable efforts to issue) APM Qualifying Securities to:

(i) in the case of APM Qualifying Securities that are Common Units or Subordinated Units and Rights to acquire Units, either (i) during the first five years of any deferral period or (ii) with respect to deferred Distributions attributable to the first five years of any deferral period (provided that such limitation shall not apply after the ninth anniversary of the commencement of any deferral period), to a number of Common Units, Subordinated Units and Units purchasable upon the exercise of any Rights to acquire Units, which does not, in the aggregate, exceed 2% of the outstanding number of Common Units and Subordinated Units (the "Common Cap"); and

(ii) in the case of APM Qualifying Securities that are Qualifying Preferred Units, an amount from the issuance thereof pursuant to the related Alternative Payment Mechanism (including at any point in time from all prior

issuances thereof pursuant to such Alternative Payment Mechanism) equal to 25% of the liquidation or principal amount of the Qualifying Capital Securities that are the subject of the related Alternative Payment Mechanism (the "Preferred Cap");

(e) in the case of Qualifying Capital Securities other than Qualifying Preferred Units, include a Bankruptcy Claim Limitation Provision; and

(f) permit such issuer, at its option, to provide that if such issuer is involved in a merger, consolidation, amalgamation, binding unit exchange or conveyance, transfer or lease of assets substantially as an entirety to any other person or a similar transaction (a "business combination") where immediately after the consummation of the business combination more than 50% of the surviving or resulting entity's voting securities is owned by the equityholders of the other party to the business combination, then clauses (a), (b) and (c) above will not apply to any deferral period that is terminated on the next Distribution Date following the date of consummation of the business combination;

provided (and it being understood) that:

(i) the Alternative Payment Mechanism may at the discretion of such issuer include a unit cap limiting the issuance of APM Qualifying Securities consisting of Common Units, or Subordinated Units and Qualifying Warrants, in each case to a maximum issuance cap to be set at the discretion of such issuer; provided that such maximum issuance cap will be subject to such issuer's agreement to use commercially reasonable efforts to increase the maximum issuance cap when reached and (i) simultaneously satisfy their future fixed or contingent obligations under other securities and derivative instruments that provide for settlement or payment in Common Units or Subordinated Units or (ii) if such issuer cannot increase the maximum issuance cap as contemplated in the preceding clause, by requesting its Board to adopt a resolution for unitholder vote at the next occurring annual unitholders meeting to increase the number of units of such issuer's authorized Common Units or Subordinated Units for purposes of satisfying their obligations to pay deferred Distributions;

(ii) such issuer shall not be obligated to issue (or use commercially reasonable efforts to issue) APM Qualifying Securities for so long as a Market Disruption Event has occurred and is continuing;

(iii) if, due to a Market Disruption Event or otherwise, such issuer is able to raise and apply some, but not all, of the eligible proceeds necessary to pay all deferred Distributions on any Distribution Date, such issuer will apply any available eligible proceeds to pay accrued and unpaid Distributions on the applicable Distribution Date in chronological order subject to the Common Cap, the Preferred Cap, and any maximum issuance cap referred to above, as applicable; and

(iv) if such issuer has outstanding more than one class or series of securities under which it is obligated to sell a type of APM Qualifying Securities and apply some part of the proceeds to the payment of deferred Distributions, then on any date and for any period the amount of net proceeds received by such issuer from those sales and

available for payment of deferred Distributions on such securities shall be applied to such securities on a *pro rata* basis up to the Common Cap, the Preferred Cap and any maximum issuance cap referred to above, as applicable, in proportion to the total amounts that are due on such securities.

"APM Qualifying Securities" means, with respect to an Alternative Payment Mechanism, any Debt Exchangeable for Preferred Equity or any Mandatory Trigger Provision, one or more of the following (as designated in the transaction documents for any Qualifying Capital Securities that include an Alternative Payment Mechanism or a Mandatory Trigger Provision or for any Debt Exchangeable for Preferred Equity):

(a) Common Units or Subordinated Units; or

(b) Qualifying Warrants; and

(c) Qualifying Preferred Units;

provided that, if the APM Qualifying Securities for any Alternative Payment Mechanism, any Debt Exchangeable for Preferred Equity or any Mandatory Trigger Provision include both Common Units, Subordinated Units and Qualifying Warrants, such Alternative Payment Mechanism, Debt Exchangeable for Preferred Equity or Mandatory Trigger Provision may permit, but need not require, the issuer thereof to issue Qualifying Warrants.

"Applicable Percentage" means 200% with respect to any redemption, repurchase, purchase or defeasance of Subordinated Notes prior to the Termination Date.

"Bankruptcy Claim Limitation Provision" means, with respect to any Qualifying Capital Securities that have an Alternative Payment Mechanism or a Mandatory Trigger Provision, provisions that, upon any liquidation, dissolution, winding up or reorganization or in connection with any insolvency, receivership or proceeding under any bankruptcy law with respect to the issuer, limit the claim of the holders of such Qualifying Capital Securities to Distributions that accumulate during (a) any deferral period, in the case of Qualifying Capital Securities that have an Alternative Payment Mechanism or (b) any period in which the issuer fails to satisfy one or more financial tests set forth in the terms of such securities or related transaction agreements, in the case of Qualifying Capital Securities having a Mandatory Trigger Provision, to:

(i) in the case of Qualifying Capital Securities having an Alternative Payment Mechanism or Mandatory Trigger Provision with respect to which the APM Qualifying Securities do not include Qualifying Preferred Units, 25% of the stated or principal amount of such securities then outstanding; and

(ii) in the case of any other Qualifying Capital Securities, an amount not in excess of the sum of (x) the amount of accumulated and unpaid Distributions (including compounded amounts) that relate to the earliest two years of the portion of the deferral period for which Distributions have not been paid and (y) an amount equal to the excess, if any, of the Preferred Cap over the aggregate amount of net proceeds from the sale of Qualifying Preferred Units that the issuer has applied to pay such Distributions pursuant to the Alternative Payment Mechanism or the Mandatory Trigger Provision, provided that

the holders of such securities are deemed to agree that, to the extent the remaining claim exceeds the amount set forth in subclause (x), the amount they receive in respect of such excess shall not exceed the amount they would have received had the claim for such excess ranked *pari passu* with the interests of the holders, if any, of Qualifying Preferred Units.

"Board" means, with respect to a Person, the board of directors (or other comparable governing body) of the general partner of such Person or a duly constituted committee thereof. If such Person shall change its form of entity to other than a limited partnership, references to the Board shall mean the board of directors (or other comparable governing body) of such Person (as so changed).

"Business Day" means each day other than (a) a Saturday or Sunday or (b)(i) a day on which banking institutions in The City of New York are authorized or required by law or executive order to remain closed or, (ii) a day on or after June 1**,** 2017, that is not a London business day. A "London business day" is any day on which dealings in deposits in U.S. dollars are transacted in the London interbank market.

"Commission" means the United States Securities and Exchange Commission.

"Common Cap" has the meaning specified in the definition of Alternative Payment Mechanism.

"Common Units" means (i) common limited partnership interests of any member of the Company Group, including, without limitation, those interests described as common units in the Company's or the Guarantor's respective partnership agreement and interests sold pursuant to distribution reinvestment plans, unit purchase plans and employee benefit plans, and (ii) interests of any member of the Company Group possessing substantially similar characteristics, provided that such interests (A) are perpetual, with no prepayment obligation on the part of the issuer thereof, whether at the election of the holder or otherwise, and (B) other than any Subordinated Units, are (at the time of issuance and thereafter) the most junior and subordinated securities issuable by such issuer, with liquidation rights limited to a share of such issuer's assets, if any, remaining after satisfaction in full of all creditors and of all holders of any other equity securities of such issuer that rank senior to the Common Units.

"Company" has the meaning specified in the introduction to this instrument.

"Company Group" has the meaning specified in the introduction to this instrument.

"Covered Debt" means (a) at the date of this Replacement Capital Covenant and continuing to but not including the first Redesignation Date, the Initial Covered Debt and (b) thereafter, commencing with each Redesignation Date and continuing to but not including the next succeeding Redesignation Date, the Eligible Debt identified pursuant to Section 3(b) as the Covered Debt for such period.

"Covered Debtholder" means each Person (whether a Holder or a beneficial owner holding through a participant in a clearing agency) that buys, holds or sells long-term indebtedness for money borrowed of the Company during the period that such long-term

indebtedness for money borrowed is Covered Debt, for so long as such long-term indebtedness for money borrowed remains Covered Debt (except as otherwise provided in Section 5(b)), provided that a Person who has sold or otherwise disposed of all of its right, title and interest in Covered Debt shall cease to be a Covered Debtholder at the time of such sale or other disposition if, during the time that such Person owned such Covered Debt, the Company did not breach or repudiate its obligations hereunder. If the Company breached or repudiated its obligations hereunder while such Person was an owner of Covered Debt, such Person shall cease to be a Covered Debtholder on the later of (i) one year after such sale or other disposition or (ii) the termination of any legal proceeding brought by such Person before the date in clause (i) to enforce the obligations of the Company hereunder.

"Debt Exchangeable for Equity" means Debt Exchangeable for Common Equity or Debt Exchangeable for Preferred Equity.

"Debt Exchangeable for Common Equity" means a security or combination of securities (together in this definition, "such securities") that:

(a) gives the holder a beneficial interest in (i) a fractional interest in a unit purchase contract for a Common Unit or Subordinated Unit that will be settled in three years or less, with the number of Common Units or Subordinated Units purchasable pursuant to such unit purchase contract to be within a range established at the time of issuance of such securities, subject to customary anti-dilution adjustments and (ii) debt securities of any member of the Company Group that are not redeemable at the option of the issuer or the holder thereof prior to the settlement of the unit purchase contracts;

(b) provides that the investors directly or indirectly grant to the issuer of such securities a security interest in such debt securities and their proceeds (including any substitute collateral permitted under the transaction documents) to secure the investors' direct or indirect obligation to purchase Common Units or Subordinated Units pursuant to such unit purchase contracts;

(c) includes a remarketing feature pursuant to which such debt securities are remarketed to new investors commencing not later than 30 days prior to the settlement date of the purchase contract;

(d) provides for the proceeds raised in the remarketing to be used to purchase Common Units or Subordinated Units under the unit purchase contracts and, if there has not been a successful remarketing by the settlement date of the purchase contract, provides that the unit purchase contracts will be settled by the issuer of such securities exercising its remedies as a secured party with respect to its debt securities or other collateral directly or indirectly pledged by investors in the Debt Exchangeable for Common Equity.

"Debt Exchangeable for Preferred Equity" means a security or combination of securities (together in this definition, "such securities") that:

(a) gives the holder a beneficial interest in (i) subordinated debt securities of a member of the Company Group that include a provision requiring the issuer thereof to

issue (or use commercially reasonable efforts to issue) one or more types of APM Qualifying Securities raising proceeds at least equal to the deferred Distributions on such subordinated debt securities commencing not later than the second anniversary of the commencement of such deferral period and that are the most junior subordinated debt of such issuer (or rank *pari passu* with the most junior subordinated debt of such issuer) (in this definition, "subordinated debt") and (ii) a fractional interest in a unit purchase contract for a share of Qualifying Preferred Units of such issuer that ranks *pari passu* with or junior to all other preferred units of such issuer (in this definition, "preferred units");

(b) provides that the investors directly or indirectly grant to such issuer a security interest in such subordinated debt securities and their proceeds (including any substitute collateral permitted under the transaction documents) to secure the investors' direct or indirect obligation to purchase preferred units of such issuer pursuant to such unit purchase contracts;

(c) includes a remarketing feature pursuant to which the subordinated debt of such issuer is remarketed to new investors commencing not later than the first Distribution Date that is at least five years after the date of issuance of securities or earlier in the event of an early settlement event based on: (i) the dissolution of the issuer of such debt exchangeable for preferred equity or (ii) one or more financial tests set forth in the terms of the instrument governing such debt exchangeable for preferred equity;

(d) provides for the proceeds raised in the remarketing to be used to purchase preferred units of such issuer under the unit purchase contracts and, if there has not been a successful remarketing by the first Distribution Date that is six years after the date of issuance of such securities, provides that the unit purchase contracts will be settled by such issuer exercising its remedies as a secured party with respect to its subordinated debt securities or other collateral directly or indirectly pledged by investors in the Debt Exchangeable for Preferred Equity;

(e) is subject to a Qualifying Capital Replacement Covenant that will apply to such securities and preferred units, and will not include Debt Exchangeable for Equity as a Replacement Capital Security; and

(f) after the issuance of such preferred units, provides the holders of such securities with a beneficial interest in such preferred units.

"Distribution Date" means, as to any securities or combination of securities, the dates on which periodic Distributions on such securities are scheduled to be made.

"Distribution Period" means, as to any securities or combination of securities, each period from and including a Distribution Date for such securities to but not including the next succeeding Distribution Date for such securities.

"Distributions" means, as to a security or combination of securities, interest payments or other income distributions to the holders thereof that are not Subsidiaries of the issuer thereof.

"Eligible Debt" means, at any time, Eligible Subordinated Debt or, if no Eligible Subordinated Debt is then outstanding, Eligible Senior Debt.

"Eligible Senior Debt" means, at any time in respect of any issuer, each series of outstanding unsecured long-term indebtedness for money borrowed of such issuer that (a) upon a bankruptcy, liquidation, dissolution or winding up of the issuer, ranks most senior among the issuer's then outstanding classes of unsecured indebtedness for money borrowed, (b) is then assigned a rating by at least one NRSRO (provided that this clause (b) shall apply on a Redesignation Date only if on such date the issuer has outstanding senior long-term indebtedness for money borrowed that satisfies the requirements of clauses (a), (c) and (d) that is then assigned a rating by at least one NRSRO), (c) has an outstanding principal amount of not less than $100,000,000, and (d) was issued through or with the assistance of a commercial or investment banking firm or firms acting as underwriters, initial purchasers or placement or distribution agents. For purposes of this definition as applied to securities with a CUSIP number, each issuance of long-term indebtedness for money borrowed that has (or, if such indebtedness is held by a trust or other intermediate entity established directly or indirectly by the issuer, the securities of such intermediate entity that have) a separate CUSIP number shall be deemed to be a series of the issuer's long-term indebtedness for money borrowed that is separate from each other series of such indebtedness.

"Eligible Subordinated Debt" means, at any time in respect of any issuer, each series of the issuer's then-outstanding unsecured long-term indebtedness for money borrowed that (a) upon a bankruptcy, liquidation, dissolution or winding up of the issuer, ranks senior to the Subordinated Notes and subordinate to the issuer's then outstanding series of unsecured indebtedness for money borrowed that ranks most senior, (b) is then assigned a rating by at least one NRSRO (provided that this clause (b) shall apply on a Redesignation Date only if on such date the issuer has outstanding subordinated long-term indebtedness for money borrowed that satisfies the requirements in clauses (a), (c) and (d) that is then assigned a rating by at least one NRSRO), (c) has an outstanding principal amount of not less than $100,000,000, and (d) was issued through or with the assistance of a commercial or investment banking firm or firms acting as underwriters, initial purchasers or placement or distribution agents. For purposes of this definition as applied to securities with a CUSIP number, each issuance of long-term indebtedness for money borrowed that has (or, if such indebtedness is held by a trust or other intermediate entity established directly or indirectly by the issuer, the securities of such intermediate entity that have) a separate CUSIP number shall be deemed to be a series of the issuer's long-term indebtedness for money borrowed that is separate from each other series of such indebtedness.

"Guarantor" has the meaning specified in the introduction to this instrument.

"Holder" means, as to the Covered Debt then in effect, each record holder of such Covered Debt as reflected on the securities register maintained by or on behalf of the Company or the applicable Guarantor with respect to such Covered Debt and each beneficial owner of such Covered Debt holding such Covered Debt through a participant in a clearing agency.

"Initial Covered Debt" means the Company's 6.875% Series B Senior Notes due March 1, 2033 (CUSIP No. 293791AF6).

"Intent-Based Replacement Disclosure" means, as to any security or combination of securities, that the issuer or any of its Subsidiaries has publicly stated its intention, either in the prospectus or other offering document under which such securities were initially offered for sale or in filings with the Commission made by the issuer under the Securities Exchange Act prior to or contemporaneously with the issuance of such securities, that the issuer or any of its Subsidiaries will redeem, repurchase, purchase or defease such securities only with the proceeds (or an applicable percentage of proceeds) or Market Value of replacement capital securities that have terms and provisions at the time of redemption, repurchase, purchase or defeasance that receive as much or more equity-like credit than the securities then being redeemed, repurchased, purchased or defeased, raised within 180 days of the applicable redemption, purchase or defeasance date.

"Mandatory Trigger Provision" means, as to any Qualifying Capital Securities, provisions in the terms thereof or of the related transaction agreements that:

(a) require, or at its option in the case of non-cumulative perpetual preferred units permit, the issuer of such Qualifying Capital Securities to make payment of Distributions on such securities only pursuant to the issue and sale of APM Qualifying Securities, within two years of a failure of the issuer to satisfy one or more financial tests set forth in the terms of such Qualifying Capital Securities or related transaction agreements, in an amount such that the net proceeds of such sale are at least equal to the amount of unpaid Distributions on such Qualifying Capital Securities (including without limitation all deferred and accumulated amounts), and in either case require the application of the net proceeds of such sale to pay such unpaid Distributions, provided that (i) such Mandatory Trigger Provision shall limit the issuance and sale of Common Units, Subordinated Units and Qualifying Warrants the proceeds of which may be applied to pay such Distributions pursuant to such provision to the Common Cap, unless the Mandatory Trigger Provision requires such issuance and sale within one year of such failure, and (ii) the amount of Qualifying Preferred Units the net proceeds of which the issuer may apply to pay such Distributions pursuant to such provision may not exceed the Preferred Cap;

(b) other than in the case of non-cumulative preferred unit, if the provisions described in clause (a) do not require such issuance and sale within one year of such failure, prohibit the issuer and any of its Subsidiaries from repurchasing any securities that are *pari passu* with or junior to its respective APM Qualifying Securities, the proceeds of which were used to pay deferred Distributions since such failure before the date six months after the issuer applies the net proceeds of the sales described in clause (a) to pay such unpaid Distributions in full;

(c) other than in the case of non-cumulative perpetual preferred units, include a Bankruptcy Claim Limitation Provision; and

(d) prohibit the issuer of such securities from redeeming or purchasing any of its securities ranking upon the liquidation, dissolution or winding up of the issuer junior to or *pari passu* with any APM Qualifying Securities the proceeds of which were used to settle deferred interest during the relevant deferral period prior to the date six months

after the issuer applies the net proceeds of the sales described in clause (a) above to pay such deferred Distributions in full;

provided (and it being understood) that:

(i) the issuer will not be obligated to issue (or use commercially reasonable efforts to issue) any such APM Qualifying Securities for so long as a Market Disruption Event has occurred and is continuing;

(ii) if, due to a Market Disruption Event or otherwise, the issuer is able to raise and apply some, but not all, of the eligible proceeds necessary to pay all deferred Distributions on any Distribution Date, the issuer will apply any available eligible proceeds to pay accrued and unpaid Distributions on the applicable Distribution Date in chronological order subject to the Common Cap and Preferred Cap, as applicable; and

(iii) if the issuer has outstanding more than one class or series of securities under which it is obligated to sell a type of any such APM Qualifying Securities and applies some part of the proceeds to the payment of deferred Distributions, then on any date and for any period the amount of net proceeds received by the issuer from those sales and available for payment of deferred Distributions on such securities shall be applied to such securities on a *pro rata* basis up to the Common Cap and the Preferred Cap, as applicable, in proportion to the total amounts that are due on such securities.

No remedy other than Permitted Remedies will arise by the terms of such securities or related transaction agreements in favor of the holders of such securities as a result of the issuer's failure to pay Distributions because of the Mandatory Trigger Provision until Distributions have been deferred for one or more Distribution Periods that total together at least ten years.

"Market Disruption Events" means the occurrence or existence of any of the following events or sets of circumstances:

(a) the issuer would be required to obtain the consent or approval of its unitholders or a regulatory body (including, without limitation, any securities exchange) or governmental authority to issue or sell APM Qualifying Securities and such consent or approval has not yet been obtained notwithstanding the issuer's commercially reasonable efforts to obtain such consent or approval, or a regulatory authority instructs the Company or such Guarantor not to sell or offer for sale APM Qualifying Securities at such time;

(b) trading in securities generally (or in the Company's Common Units or the preferred units of the Company or the Guarantor) on the New York Stock Exchange or any other national securities exchange or over-the-counter market on which the Common Units and/or the Company's or the Guarantor's preferred units are then listed or traded shall have been suspended or the settlement of such trading generally shall have been materially disrupted or minimum prices shall have been established on any such exchange or market by the Commission, by the relevant exchange or by any other

regulatory body or governmental body having jurisdiction, and the establishment of such minimum prices materially disrupts or otherwise has a material adverse effect on trading in, or the issuance and sale of, Common Units and/or such preferred units;

(c) a banking moratorium shall have been declared by the federal or state authorities of the United States and such moratorium materially disrupts or otherwise has a material adverse effect on trading in, or the issuance and sale of, the APM Qualifying Securities;

(d) a material disruption shall have occurred in commercial banking or securities settlement or clearance services in the United States and such disruption materially disrupts or otherwise has a material adverse effect on trading in, or the issuance and sale of, the APM Qualifying Securities;

(e) the United States shall have become engaged in hostilities, there shall have been an escalation in hostilities involving the United States, there shall have been a declaration of a national emergency or war by the United States or there shall have occurred any other national or international calamity or crisis and such event materially disrupts or otherwise has a material adverse effect on trading in, or the issuance and sale of, the APM Qualifying Securities;

(f) there shall have occurred such a material adverse change in general domestic or international economic, political or financial conditions, including without limitation as a result of terrorist activities, and such change materially disrupts or otherwise has a material adverse effect on trading in, or the issuance and sale of, the APM Qualifying Securities;

(g) an event occurs and is continuing as a result of which the offering document for such offer and sale of APM Qualifying Securities would, in the reasonable judgment of the Company or the Guarantor, contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading and either (a) the disclosure of that event at such time, in the reasonable judgment of the Company or such Guarantor, is not otherwise required by law and would have a material adverse effect on the business of the issuer or (b) the disclosure relates to a previously undisclosed proposed or pending material business transaction, the disclosure of which would impede the ability of the Company or such Guarantor to consummate such transaction, provided that no single suspension period contemplated by this paragraph (g) shall exceed 90 consecutive days and multiple suspension periods contemplated by this paragraph (g) shall not exceed an aggregate of 180 days in any 360-day period; or

(h) the issuer reasonably believes, for reasons other than those referred to in paragraph (g) above, that the offering document for such offer and sale of APM Qualifying Securities would not be in compliance with law or a rule or regulation of the Commission and the issuer is unable to comply with such law or rule or regulation or such compliance is unduly burdensome, provided that no single suspension period contemplated by this paragraph (h) shall exceed 90 consecutive days and multiple

suspension periods contemplated by this paragraph (h) shall not exceed an aggregate of 180 days in any 360-day period.

The definition of "Market Disruption Event" as used in any Qualifying Capital Securities may include less than all of the paragraphs outlined above, as determined by the issuer at the time of issuance of such securities, and in the case of clauses (a), (b), (c) and (d), as applicable to a circumstance where the issuer would otherwise endeavor to issue preferred units, shall be limited to circumstances affecting markets where the preferred units of the Company or such Guarantor trades or where a listing for its trading is being sought.

"Market Value" means, on any date, the closing sale price per Common Unit (or if no closing sale price is reported, the average of the bid and ask prices or, if more than one in either case, the average of the average bid and the average ask prices) on that date as reported in composite transactions by the New York Stock Exchange or, if the Common Units are not then listed on the New York Stock Exchange, as reported by the principal U.S. securities exchange on which the Common Units are traded or quoted; if the Common Units are not either listed or quoted on any U.S. securities exchange on the relevant date, the Market Value will be the average of the mid-point of the bid and ask prices for the Common Units on the relevant date submitted by at least three nationally recognized independent investment banking firms selected by the Company for this purpose or, in the event such bid and ask prices are not available and in the case of Subordinated Units and Rights to acquire Units, a value determined by a nationally recognized independent investment banking firm selected by the Company's Board (or a duly authorized committee thereof) for this purpose.

"Measurement Period" with respect to any redemption or any repurchase, purchase or defeasance means the period (i) beginning on the date that is 180 days prior to delivery of notice of such redemption or the date of such repurchase, purchase or defeasance, respectively, and (ii) ending on such notice date for redemption or the date of such repurchase, purchase or defeasance, respectively. Measurement Periods cannot run concurrently.

"Non-Cumulative" means, with respect to any securities, that the issuer thereof may elect not to make any number of periodic Distributions without any remedy arising under the terms of the securities or related agreements in favor of the holders, other than one or more Permitted Remedies. Securities that include an Alternative Payment Mechanism shall also be deemed to be Non-Cumulative for all purposes of this Replacement Capital Covenant.

"NRSRO" means any nationally recognized statistical rating organization within the meaning of Section 3(a)(62) of the Securities Exchange Act that has assigned a credit rating to the Subordinated Notes, as set forth in the Prospectus Supplement, dated October 7, 2009 relating to the Subordinated Notes.

"Optional Deferral Provision" means, as to any securities, a provision in the terms thereof or of the related transaction agreements to the effect that either:

(a) (i) the issuer of such securities may, in its sole discretion, defer in whole or in part payment of Distributions on such securities for one or more consecutive Distribution Periods of up to five years or, if a Market Disruption Event is continuing, ten years,

without any remedy other than Permitted Remedies and (ii) such securities are subject to an Alternative Payment Mechanism (provided that such Alternative Payment Mechanism need not apply during the first five years of any deferral period and need not include a Common Cap, Preferred Cap, Bankruptcy Claim Limitation Provision or Repurchase Restriction); or

(b) the issuer of such securities may, in its sole discretion, defer or skip in whole or in part payment of Distributions on such securities for one or more consecutive Distribution Periods up to at least ten years, without any remedy other than Permitted Remedies.

"Permitted Remedies" means, with respect to any securities, one or more of the following remedies:

(a) rights in favor of the holders of such securities permitting such holders to elect one or more directors of the issuer (including any such rights required by the listing requirements of any securities exchange on which such securities may be listed or traded), or

(b) complete or partial prohibitions on the issuer paying Distributions on or repurchasing Common Units, Subordinated Units or other securities that rank *pari passu* with or junior as to Distributions to such securities for so long as Distributions on such securities, including unpaid Distributions, remain unpaid.

"Person" means any individual, corporation, partnership, joint venture, trust, limited liability company, corporation or other entity, unincorporated organization or government or any agency or political subdivision thereof.

"Preferred Cap" has the meaning specified in the definition of Alternative Payment Mechanism.

"Qualifying Capital Securities" means securities (other than Common Units, Subordinated Units or Rights to acquire Units and securities convertible into or exchangeable for Common Units or Subordinated Units) that in the determination of the Board of the Company or the Guarantor, reasonably construing the definitions and other terms of the Replacement Capital Covenant, meet one of the following criteria:

(a) in connection with any redemption, defeasance or purchase of Subordinated Notes prior to the Stepdown Date:

(i) junior subordinated debt securities and guarantees issued by any member of the Company Group with respect to such securities if the junior subordinated debt securities and guarantees (1) contractually rank *pari passu* with or junior to the Subordinated Notes or the Guarantor's guarantees thereof upon the liquidation, dissolution or winding up of the Company or the Guarantor, respectively, (2) are Non-Cumulative, (3) have no maturity or a maturity of at least 60 years and (4) are subject to a Qualifying Replacement Capital Covenant;

(ii) securities issued by any member of the Company Group that (1) contractually rank *pari passu* with or junior to the Subordinated Notes or the Guarantor's guarantees thereof upon the liquidation, dissolution or winding up of the Company or the Guarantor, respectively, (2) have no maturity or a maturity of at least 60 years and (3)(a) are Non Cumulative and are subject to a Qualifying Replacement Capital Covenant or (b) have a Mandatory Trigger Provision and an Optional Deferral Provision and are subject to Intent-Based Replacement Disclosure;

(iii) securities issued by any member of the Company Group that (1) contractually rank *pari passu* with or junior to the Subordinated Notes or the Guarantor's guarantees thereof upon the liquidation, dissolution or winding up of the Company or the Guarantor, respectively, (2) have no maturity or a maturity of at least 40 years, (3) are subject to a Qualifying Replacement Capital Covenant and (4) have a Mandatory Trigger Provision and an Optional Deferral Provision; or

(iv) Non-Cumulative Qualifying Preferred Units; or

(b) in connection with any redemption, defeasance or purchase of Subordinated Notes prior to the Stepdown Date:

(i) non-cumulative preferred units issued by any member of the Company Group that contractually ranks junior to the Subordinated Notes or the Guarantor's guarantees thereof upon a liquidation, dissolution or winding up of the Company or the Guarantor, respectively, and (1) (a) have no maturity or a final maturity of at least 60 years and (b) are subject to Intent-Based Replacement Disclosure; or (2) (a) have no maturity or a final maturity of at least 40 years and (x) are subject to a Qualifying Replacement Covenant or (y) are subject to Intent-Based Replacement Disclosure and have a Mandatory Trigger Provision; or (3) (a) have no maturity or a final maturity of at least 25 years, (b) are subject to a Qualifying Replacement Covenant and (c) have a Mandatory Trigger Provision;

(ii) cumulative preferred units issued by any member of the Company Group that contractually rank junior to the Subordinated Notes or the Guarantor's guarantees thereof upon a liquidation, dissolution or winding up of the Company or the Guarantor, respectively, and (1) have no prepayment obligation on the part of the issuer thereof, whether at the election of the holders or otherwise, and (2) (a) have no maturity or a maturity of at least 60 years, (b) have an Optional Deferral Provision and (c) are subject to a Qualifying Replacement Capital Covenant;

(iii) securities issued by any member of the Company Group that (1) contractually rank *pari passu* with or junior to the Subordinated Notes or the Guarantor's guarantees thereof upon a liquidation, dissolution or winding up of the Company or the Guarantor, respectively, (2) have no maturity or a maturity of at least 60 years and an Optional Deferral Provision, and (3) either (a) are subject

to a Qualifying Replacement Capital Covenant or (b) have a Mandatory Trigger Provision and are subject to Intent-Based Replacement Disclosure;

(iv) securities issued by any member of the Company Group that (1) contractually rank *pari passu* with or junior to the Subordinated Notes or the Guarantor's guarantees thereof upon a liquidation, dissolution or winding up of the Company or any of the Guarantor, respectively, (2) are Non-Cumulative, (3) have no maturity or a maturity of at least 40 years and (4) either (a) are subject to a Qualifying Replacement Capital Covenant or (b) have a Mandatory Trigger Provision and an Optional Deferral Provision and are subject to Intent-Based Replacement Disclosure;

(v) securities issued by any member of the Company Group that (1) contractually rank junior to all of the senior and subordinated debt of the Company or the Guarantor other than the Subordinated Notes and securities ranking *pari passu* with the Subordinated Notes, (2) have an Optional Deferral Provision and a Mandatory Trigger Provision and (3) have no maturity or a maturity of at least 60 years and are subject to a Qualifying Replacement Capital Covenant; or

(vi) other securities issued by any member of the Company Group that (1) contractually rank upon a liquidation, dissolution or winding-up of the Company or any of the Guarantor *pari passu* with or junior to the Subordinated Notes or the Guarantor's guarantees thereof, respectively, (2) have no maturity or a maturity of at least 25 years and (3) are subject to a Qualifying Replacement Capital Covenant and have a Mandatory Trigger Provision and an Optional Deferral Provision; or

(c) in connection with any redemption, defeasance or purchase of the Subordinated Notes on or after the Stepdown Date:

(i) all securities described under clauses (i) and (ii) of this definition;

(ii) cumulative preferred units issued by the Company or the Guarantor that (1) have no maturity or a maturity of at least 60 years and (2) are subject to Intent-Based Replacement Disclosure;

(iii) securities issued by any member of the Company Group that (1) contractually rank *pari passu* with or junior to the Subordinated Notes or the Guarantor's guarantees thereof upon a liquidation, dissolution or winding up of the Company or the Guarantor, respectively, (2) either (a) have no maturity or a maturity of at least 60 years and Intent-Based Replacement Disclosure or (b) have no maturity or a maturity of at least 30 years and are subject to a Qualifying Replacement Capital Covenant and (3) have an Optional Deferral Provision;

(iv) securities issued by any member of the Company Group that (1) contractually rank junior to all of the senior and subordinated debt of the Company or the Guarantor other than the Subordinated Notes and securities

ranking *pari passu* with the Subordinated Notes or the Guarantor's guarantees thereof, respectively, (2) have a Mandatory Trigger Provision and an Optional Deferral Provision and (3) have no maturity or a maturity of at least 30 years and are subject to Intent-Based Replacement Disclosure; or

(v) cumulative preferred units issued by any member of the Company Group that contractually rank junior to the Subordinated Notes or the Guarantor's guarantees thereof upon a liquidation, dissolution or winding up of the Company or the Guarantor, respectively, and have a maturity of at least 40 years and are subject to a Qualifying Replacement Capital Covenant.

It is acknowledged that, as of the date hereof, securities issued by a master limited partnership containing an Alternative Payment Mechanism or a Mandatory Trigger Provision have not been approved as Qualifying Capital Securities by all of the NRSROs. As a result, such securities will not be issued or considered as Qualifying Capital Securities until there is prior written approval from all NSROs then maintaining a credit rating on such issuer.

"Qualifying Preferred Units" means non-cumulative perpetual preferred units issued by any member of the Company Group that (a) contractually rank *pari passu* with or junior to all other preferred units of the issuer thereof and contains no remedies as a consequence of non-payment of Distributions other than Permitted Remedies and (b) either (i) are subject to Intent-Based Replacement Disclosure and have a provision that prohibits the issuer from paying any Distributions thereon upon its failure to satisfy one or more financial tests set forth therein or (ii) are subject to a Qualifying Replacement Capital Covenant.

"Qualifying Replacement Capital Covenant" means (i) a replacement capital covenant substantially similar to this Replacement Capital Covenant or (ii) a replacement capital covenant, as identified by the Board of the Company or the Guarantor, acting in good faith and in its reasonable discretion and reasonably construing the definitions and other terms of this Replacement Capital Covenant, (a) entered into by an issuer that at the time it enters into such replacement capital covenant is a reporting company under the Securities Exchange Act and (b) that restricts the issuer from redeeming, defeasing or purchasing identified securities except to the extent of the applicable percentage of the net proceeds (or Market Value) of specified replacement capital securities that have terms and provisions at the time of redemption, defeasance or purchase that receive as much or more equity-like credit than the securities then being redeemed, defeased or purchased, raised within the six month period prior to the applicable redemption, defeasance or purchase date.

"Qualifying Warrants" means net settled warrants to purchase Common Units or Subordinated Units that have an exercise price greater than the current Market Value of the issuer's Common Units or Subordinated Units as of their date of issuance, that do not entitle the issuer to redeem for cash and the holders of such warrants are not entitled to require the issuer to repurchase for cash in any circumstance.

"Redesignation Date" means, as to the Covered Debt in effect at any time, the earliest of (a) the date that is two years prior to the final maturity date of such Covered Debt, (b) if such Covered Debt is to be redeemed, repurchased, purchased or defeased by a member of the

Company Group either in whole or in part with the consequence that, after giving effect to such redemption, repurchase, purchase or defeasance, the outstanding principal amount of such Covered Debt is less than $100,000,000, the applicable redemption, purchase, repurchase or defeasance date and (c) if such Covered Debt is not Eligible Subordinated Debt, the date on which the Company or the Guarantor issues Eligible Subordinated Debt.

"Replacement Capital Covenant" has the meaning specified in the introduction to this instrument.

"Replacement Capital Securities" means

(a) Common Units, Subordinated Units and Rights to acquire Units;

(b) Debt Exchangeable for Equity; and

(c) Qualifying Capital Securities.

"Repurchase Restriction" has the meaning specified in the definition of Alternative Payment Mechanism.

"Rights to acquire Units" includes any right to acquire Common Units or Subordinated Units, including any option or right to acquire Common Units or Subordinated Units pursuant to a unit purchase plan or employee benefit plan.

"Securities Exchange Act" means the Securities Exchange Act of 1934, as amended.

"Securities" has the meaning specified in Recital B.

"Stepdown Date" means June 1, 2017.

"Subordinated Indenture" has the meaning specified in Recital A.

"Subordinated Notes" has the meaning specified in Recital A.

"Subordinated Units" means limited partnership interests of a member of the Company Group that rank *pari passu* with or junior to the Common Units of the issuer thereof provided that such interests are perpetual, with no prepayment obligation on the part of the issuer thereof, whether at the election of the holder or otherwise.

"Subsidiary" means, at any time, any Person the units, shares of stock, or other ownership interests of which having ordinary voting power to elect a majority of the board of directors or other managers of such Person are at the time owned, or the management or policies of which are otherwise at the time controlled, directly or indirectly through one or more intermediaries (including other Subsidiaries) or both, by another Person.

"Supplemental Indenture" means the Eighteenth Supplemental Indenture, dated as of October 27, 2009, to the Subordinated Indenture.

"Termination Date" has the meaning specified in Section 4(a).

"Units" means Common Units and/or Subordinated Units, as applicable.

Enterprise and TEPPCO Complete Merger; Announce Results of Exchange Offer for TEPPCO Notes

Houston, Texas (October 26, 2009) — Enterprise Products Partners L.P. (NYSE: EPD) ("Enterprise") and TEPPCO Partners, L.P. ("TEPPCO") today announced that the merger of the two partnerships has been completed. The merger agreement was previously approved by TEPPCO unitholders at a special meeting held October 23, 2009 in Houston. With an enterprise value of approximately $30 billion, 48,000 miles of pipelines and market capitalization of $18 billion, Enterprise is now the nation's largest publicly traded partnership.

"This strategic combination opens up new avenues of growth for Enterprise by diversifying our asset portfolio, strengthening our presence in key geographic regions, and offering new service options, which will give us the opportunity to extend our successful integrated energy value chain business model," said Enterprise President and Chief Executive Officer Michael A. Creel. "In addition to Enterprise's well-established infrastructure that serves producers and consumers of natural gas, natural gas liquids, crude oil and petrochemicals, we now offer access to one of the nation's largest transportation and storage networks for refined products and crude oil."

With the completion of the merger TEPPCO has become a wholly owned subsidiary of Enterprise. The common units of Enterprise will continue to be traded on the New York Stock Exchange under the ticker symbol EPD. TEPPCO's units, which had been trading on the NYSE under the ticker symbol TPP, will be delisted and no longer publicly traded. Enterprise expects that the combined administrative services agreement the two partnerships have been operating under since 2005 will help facilitate a smooth transition for customers and investors.

As previously announced, Enterprise is offering to exchange TEPPCO senior and subordinated notes validly tendered for exchange, and not validly withdrawn, prior to their expiration date for Enterprise notes. Enterprise's obligation to complete the exchange offers and consent solicitations are conditioned upon, among other things, completion of the proposed merger of TEPPCO with a wholly owned subsidiary of Enterprise and receipt of valid consents sufficient to effect all of the proposed amendments to the TEPPCO indentures. The merger and related transactions were not conditioned upon the commencement or completion of the exchange offers or consent solicitations. As of 9 a.m. New York City time today (the expiration date) approximately $1.95 billion of the $2 billion aggregate principal amount of TEPPCO notes had been tendered for exchange. The following amounts of TEPPCO notes had been tendered for exchange:

TEPPCO Notes	CUSIP No.	Aggregate Principal Amount	Outstanding Principal Amount Tendered as of Early Consent Date	Percentage of Outstanding Principal Amount Tendered as of Early Consent Date
7.625% Senior Notes due 2012	872384AA0	$ 500,000,000	$ 490,467,000	98.09%
6.125% Senior Notes due 2013	872384AB8	$ 200,000,000	$ 182,560,000	91.28%
5.90% Senior Notes due 2013	872384AD4	$ 250,000,000	$ 237,600,000	95.04%
6.65% Senior Notes due 2018	872384AE2	$ 350,000,000	$ 349,690,000	99.91%
7.55% Senior Notes due 2038	872384AF9	$ 400,000,000	$ 399,575,000	99.89%
7.00% Junior Fixed/Floating Subordinated Notes due 2067	872384AC6	$ 300,000,000	$ 287,759,000	95.25%
		$ 2,000,000,000	$ 1,945,651,000	97.28%

The exchange is scheduled to be completed at the close of business on October 27, 2009.

Enterprise Products Partners L.P. is the largest publicly traded partnership and a leading North American provider of midstream energy services to producers and consumers of natural gas, NGLs, crude oil, refined products and petrochemicals. The partnership's assets include: more than 48,000 miles of onshore and offshore pipelines; approximately 200 million barrels of storage capacity for NGLs, refined products and crude oil; and 27 billion cubic feet of natural gas storage capacity. Services include: natural gas transportation, gathering, processing and storage; NGL fractionation (or separation), transportation, storage, and import and export terminaling; crude oil and refined products storage, transportation and terminaling; offshore production platform;

petrochemical transportation and storage; and a marine transportation business that operates primarily on the United States inland and Intracoastal Waterway systems and in the Gulf of Mexico. For additional information visit www.epplp.com. Enterprise Products Partners L.P. is managed by its general partner, Enterprise Products GP LLC, which is wholly owned by Enterprise GP Holdings L.P. (NYSE: EPE). For more information on Enterprise GP Holdings L.P., visit www.enterprisegp.com.

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