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

# FORM 8-K

**CURRENT REPORT PURSUANT**
**TO SECTION 13 OR 15(d) OF THE**
**SECURITIES EXCHANGE ACT OF 1934**

**Date of Report (Date of Earliest Event Reported): July 12, 2007**

# ENTERPRISE GP HOLDINGS L.P.

(Exact name of registrant as specified in its charter)

| **Delaware** | **1-32610** | **13-4297064** |
|---|---|---|
| (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, including Zip Code)

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

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

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

*Unit Purchase Agreement*

Enterprise GP Holdings L.P. (the "Partnership") entered into a Unit Purchase Agreement (the "Purchase Agreement"), dated effective as of July 13, 2007, with certain accredited investors (the "Purchasers") to sell an aggregate of 20,134,220 units representing limited partner interests of the Partnership (the "Units") in a private placement (the "Private Placement"). The negotiated purchase price for the Units in the Purchase Agreement was $37.25 per unit, or approximately $750 million in the aggregate.

The Private Placement closed, and the 20,134,220 Units were issued, on July 17, 2007. The Partnership used the approximate $740 million of net proceeds from the Private Placement to pay down debt currently outstanding under the Second Amended and Restated Credit Agreement (the "Credit Agreement"), dated as of May 1, 2007, with the Lenders named therein, Citicorp North America, Inc., as Administrative Agent, Lehman Commercial Paper Inc., as Syndication Agent, Citibank, N.A., as Issuing Bank, and The Bank of Nova Scotia, Sun Trust Bank and Mizuho Corporate Bank, Ltd., as Co-Documentation Agents. Borrowings under the Credit Facility were used by the Partnership in May 2007 to finance the acquisition of common units representing limited partner interests of Energy Transfer Equity L.P. and 34.9% of the membership interests of its general partner, LE GP, LLC.

Pursuant to the Purchase Agreement, the Partnership also agreed to indemnify the Purchasers, and their respective affiliates, officers, directors, employees and other representatives against certain losses resulting from any breach of the Partnership's representations, warranties or covenants contained therein.

The foregoing descriptions of the Purchase Agreement is not complete and is qualified in its entirety by reference to the full and complete terms of the Purchase Agreement, which is attached to this Current Report on Form 8-K as Exhibit 10.1 and is incorporated by reference into this Item 1.01.

*Registration Rights Agreement*

In connection with the Purchase Agreement, the Partnership also entered into a Registration Rights Agreement dated July 17, 2007 (the "Registration Rights Agreement") with the Purchasers. The Registration Rights Agreement requires the Partnership to file a shelf registration statement with the Securities and Exchange Commission ("SEC") to register the Units as soon as practicable after the closing date of the Private Placement, but in any event within 90 days after the closing, which occurred on July 17, 2007. In addition, the Registration Rights Agreement requires the Partnership to use its commercially reasonable efforts to cause the shelf registration statement to become effective no later than 150 days after the closing date of the Private Placement (the "Target Effective Date"). If the registration statement covering the Units is not declared effective by the SEC within 150 days after the closing date of the Private Placement (the "Target Effective Date"), then the Partnership will be liable to each Purchaser for liquidated damages, and not as a penalty, of 0.25% of the product of $37.25 (the purchase price) times the number of Units purchased by the Purchaser (the "Liquidated Damages Multiplier") per each non-overlapping 30-day period for the first 60 days following the Target Effective Date, increasing by an additional 0.25% of the Liquidated Damages Multiplier per each non-overlapping 30-day period for each subsequent 60-day period subsequent to the 60 days following the Target Effective Date, up to a maximum of 1.00% of the Liquidated Damages Multiplier per each non-overlapping 30-day period (i.e., 0.25% for 1-60 days; 0.5% for 61-120 days; 0.75% for 121-180 days; and 1.0% thereafter); *provided*, that the liquidated damages for any period shall be prorated by multiplying the liquidated damages to be paid in a full 30-day period by a fraction, the numerator of which is the number of days for which such liquidated damages are owed, and the denominator of which is 30; and *provided further*, that the aggregate amount of liquidated damages payable by the Partnership under the Registration Rights Agreement to each Purchaser shall not exceed 10.0% of the Liquidated Damages Multiplier with respect to such Purchaser. The Registration Rights Agreement also provides for the payment of liquidated damages in the event the Partnership suspends the use of the shelf registration statement in excess of permitted periods.

The Registration Rights Agreement also gives certain Purchasers piggyback registration rights with other shelf registration statements under certain circumstances.

The foregoing description of the Registration Rights Agreement is not complete and is qualified in its entirety by reference to the full and complete terms of the Registration Rights Agreement, which is attached to this Current Report on Form 8-K as Exhibit 10.2 and is incorporated by reference into this Item 1.01.

**Item 3.02 Unregistered Sales of Equity Securities.**

On July 12, 2007, an aggregate of 14,173,304 Class B Units of the Partnership issued in a private placement to the Partnership's affiliates, Duncan Family Interests, Inc. ("DFI") and DFI GP Holdings, L.P. ("DFIGP") were converted on a one-for-one basis into 14,173,304 Units. The issuance of the Units upon conversion of the Class B Units was made in reliance on the exemption from the registration requirements of the Securities Act of 1933 pursuant to Section 3(a)(9) thereof.

On July 17, 2007, the Partnership issued and sold 20,134,220 Units in the Private Placement. The private placement of Units pursuant to the Purchase Agreement was made in reliance upon an exemption from the registration requirements of the Securities Act of 1933 pursuant to Section 4(2) thereof.

The information set forth under Item 1.01 above is incorporated herein by reference.

**Item 8.01 Other Events**.

On July 16, 2007, the Partnership issued a press release relating to the private placement of securities contemplated by the Purchase Agreement in accordance with Rule 135C. 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.

**Item 9.01 Financial Statements and Exhibits.**

*(d) Exhibits.*

| Exhibit No. | Description |
|---|---|
| 10.1 | Unit Purchase Agreement dated as of July 13, 2007 by and among Enterprise GP Holdings L.P., EPE Holdings, LLC and the Purchasers named therein. |
| 10.2 | Registration Rights Agreement dated as of July 17, 2007 by and among Enterprise GP Holdings L.P. and the Purchasers named therein. |
| 99.1 | Press Release dated July 16, 2007. |

**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 GP HOLDINGS L.P.**

By: EPE Holdings, LLC,
its General Partner

Date: July 17, 2007

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

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Exhibit 10.1

**UNIT PURCHASE AGREEMENT**

**BY AND AMONG**

**ENTERPRISE GP HOLDINGS L.P.,**

**EPE HOLDINGS, LLC**

**AND**

**THE PURCHASERS**

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**SCHEDULES AND EXHIBITS**

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| Schedule 2.01 - | List of Purchasers and Commitment Amounts |
| Schedule 8.07 - | Notice and Contact Information |
| Exhibit A - | Form of Registration Rights Agreement |
| Exhibit B - | Form of Legal Opinion |
| Exhibit C - | Form of Partnership Officer's Certificate |
| Exhibit D - | Form of Purchasers' Officer's Certificate |

**UNIT PURCHASE AGREEMENT**

UNIT PURCHASE AGREEMENT, dated effective as of July 13, 2007 (this "Agreement"), by and among Enterprise GP Holdings L.P., a Delaware limited partnership (the "Partnership"), each of the Purchasers listed in Schedule 2.01 attached hereto (each referred to herein as a "Purchaser" and collectively, the "Purchasers"), and, solely for purposes of Section 8.14 of this Agreement, EPE Holdings, LLC, a Delaware limited liability company (the "General Partner").

WHEREAS, the Partnership desires to repay a portion of the debt incurred to fund the acquisition of common units representing limited partner interests of ETE and equity units representing membership interests of LE GP, LLC, the general partner of ETE, as previously announced and described in the 8-K filed by the Partnership with the Commission on May 10, 2007;

WHEREAS, the Partnership desires to sell Units to each of the Purchasers in a private placement exempt from the registration requirements of the Securities Act, and the Purchasers desire to purchase such Units from the Partnership, each in accordance with the provisions of this Agreement; and

WHEREAS, the Partnership has agreed to provide Purchasers with certain registration rights with respect to the Purchased Units acquired pursuant to this Agreement;

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Partnership and each of the Purchasers, severally and not jointly, hereby agree as follows:

## ARTICLE I
## DEFINITIONS

Section 1.01 Definitions. As used in this Agreement, and unless the context requires a different meaning, the following terms have the meanings indicated:

"Action" against a Person means any lawsuit, action, proceeding, investigation or complaint before any Governmental Authority, mediator or arbitrator.

"Affiliate" means, with respect to a specified Person, any other Person, whether now in existence or hereafter created, directly or indirectly controlling, controlled by or under direct or indirect common control with such specified Person. For purposes of this definition, "control" (including, with correlative meanings, "controlling," "controlled by," and "under common control with") means the power to direct or cause the direction of the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise.

"Agreement" shall have the meaning specified in the introductory paragraph.

"Allocated Purchase Amount" means with respect to each Purchaser, the dollar amount set forth opposite such Purchaser's name under the heading "Allocated Purchase Amount" on Schedule 2.01 hereto.

"Basic Documents" means, collectively, this Agreement, the Registration Rights Agreement and any and all other agreements or instruments executed and delivered by the Parties on the date hereof or the Closing Date relating to the issuance and sale of the Purchased Units, or any amendments, supplements, continuations or modifications thereto.

"Board of Directors" means the board of directors of the General Partner.

"Business Day" means any day other than a Saturday, Sunday, or a legal holiday for commercial banks in New York, New York.

"Class B Units" means the Class B Units (as defined in the Partnership Agreement) of the Partnership representing limited partner interests therein, all of which were converted into Units effective on July 12, 2007.

"Class C Units" means the Class C Units (as defined in the Partnership Agreement) of the Partnership representing limited partner interests therein.

"Closing" shall have the meaning specified in Section 2.02.

"Closing Date" shall have the meaning specified in Section 2.02.

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

"Delaware LLC Act" means the Delaware Limited Liability Company Act.

"Delaware LP Act" means the Delaware Revised Uniform Limited Partnership Act.

"DEP" means Duncan Energy Partners L.P., a Delaware limited partnership.

"DGCL" means the General Corporation Law of the State of Delaware.

"EPD" means Enterprise Products Partners L.P., a Delaware limited partnership.

"EPD GP" means Enterprise Products GP, LLC, a Delaware limited partnership and the current sole general partner of EPD.

"EPE LTIP" means the Enterprise Product Company 2005 EPE Long-Term Incentive Plan, as amended and restated.

"EPE SEC Documents" shall have the meaning specified in Section 3.03.

"ETE" means Energy Transfer Equity, L.P., a Delaware limited partnership.

"ETE GP" means LE GP, LLC, a Delaware limited liability company and the general partner of ETE.

"Exchange Act" means the Securities Exchange Act of 1934, as amended from time to time, and the rules and regulations of the Commission promulgated thereunder.

"GAAP" means generally accepted accounting principles in the United States of America in effect from time to time.

"General Partner" has the meaning specified in the recitals of this Agreement.

"Governmental Authority" shall include the country, state, county, city and political subdivisions in which any Person or such Person's Property is located or which exercises valid jurisdiction over any such Person or such Person's Property, and any court, agency, department, commission, board, bureau or instrumentality of any of them and any monetary authorities that exercise valid jurisdiction over any such Person or such Person's Property. Unless otherwise specified, all references to Governmental Authority herein shall mean a Governmental Authority having jurisdiction over, where applicable, the Partnership, its Subsidiaries or any of their Property or any of the Purchasers.

"HSR Act" shall mean the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended.

"Indemnified Party" shall have the meaning specified in Section 7.03.

"Indemnifying Party" shall have the meaning specified in Section 7.03.

"Law" means any federal, state, local or foreign order, writ, injunction, judgment, settlement, award, decree, statute, law, rule or regulation.

"Lien" means any interest in Property securing an obligation owed to, or a claim by, a Person other than the owner of the Property, whether such interest is based on the common law, statute or contract, and whether such obligation or claim is fixed or contingent, and including but not limited to the lien or security interest arising from a mortgage, encumbrance, pledge, security agreement, conditional sale or trust receipt or a lease, consignment or bailment for security purposes. For the purpose of this Agreement, a Person shall be deemed to be the owner of any Property that it has acquired or holds subject to a conditional sale agreement, or leases under a financing lease or other arrangement pursuant to which title to the Property has been retained by or vested in some other Person in a transaction intended to create a financing.

"Lock-Up Date" means 60 days from the Closing Date.

"Knowledge of the Partnership" means to the actual knowledge of Dan L. Duncan, W. Randall Fowler, Michael A. Creel and Richard H. Bachmann, as Chairman or executive officers of the general partner of the Partnership.

"NYSE" means The New York Stock Exchange.

"Participating Unit" means, in the case of a Purchaser that is a large multi-unit investment or commercial banking organization, the unit of such Purchaser participating in the transactions contemplated by this Agreement, which with respect to Goldman, Sachs & Co.,

shall mean only the Americas Special Situations Group of Goldman Sachs, as currently configured, and shall not include any area or division of Goldman, Sachs & Co. or any of its Affiliates, other than the Americas Special Situations Group of Goldman Sachs, as currently configured.

"Partnership" shall have the meaning specified in the introductory paragraph.

"Partnership Agreement" means the First Amended and Restated Agreement of Limited Partnership of the Partnership, dated as of August 29, 2005, as amended by Amendment No. 1, dated effective as of May 7, 2007.

"Partnership Material Adverse Effect" means any material and adverse effect on (i) the assets, liabilities, financial condition, business, operations, prospects or affairs of the Partnership and its Subsidiaries, taken as a whole, measured against those assets, liabilities, financial condition, business, operations, prospects or affairs reflected in the EPE SEC Documents filed with the Commission prior to the date hereof or from the facts represented or warranted by the Partnership in any Basic Document, (ii) the ability of the Partnership to meet its obligations under the Basic Documents, or (iii) the ability of the Partnership to consummate the transactions under any Basic Document on a timely basis. Notwithstanding the foregoing, a "Partnership Material Adverse Effect" shall not include any effect resulting or arising from: (a) any change in general economic conditions in the industries or markets in which the Partnership, its Subsidiaries, or ETE or its Subsidiaries, operate that do not have a disproportionate impact on the Partnership or its Subsidiaries; (b) the outbreak or escalation of national or international political, diplomatic or military conditions, including any engagement in hostilities, whether or not pursuant to a declaration of war, or the occurrence of any military or terrorist attack; or (c) changes in GAAP or other accounting principles.

"Partnership Related Parties" shall have the meaning specified in Section 7.02.

"Partnership Securities" means any class or series of equity interest in the Partnership (but excluding any options, rights, warrants and appreciation rights to an equity interest in the Partnership), including without limitation Units and Class C units (as defined in the Partnership Agreement).

"Party" or "Parties" means the Partnership and the Purchasers party to this Agreement, individually or collectively, as the case may be.

"Person" means any individual, corporation, company, voluntary association, partnership, joint venture, trust, limited liability company, unincorporated organization or government or any agency, instrumentality or political subdivision thereof, or any other form of entity.

"Placement Agents" shall have the meaning specified in Section 3.12.

"Property" means any interest in any kind of property or asset, whether real, personal or mixed, or tangible or intangible.

"Purchased Units" means the Units to be issued and sold to the Purchasers pursuant to this Agreement.

"Purchaser" and "Purchasers" shall have the meaning specified in the introductory paragraph.

"Purchaser Material Adverse Effect" means, with respect to a particular Purchaser, any material and adverse effect on (a) the ability of a Purchaser to meet its obligations under the Basic Documents or (b) the ability of a Purchaser to consummate the transactions under any Basic Document on a timely basis.

"Purchaser Related Parties" shall have the meaning specified in Section 7.01.

"Registration Rights Agreement" means the Registration Rights Agreement, substantially in the form attached to this Agreement as Exhibit A, to be entered into at the Closing, among the Partnership and the Purchasers.

"Representatives" of any Person means the Affiliates, control persons, officers, directors, employees, agents, counsel, investment bankers and other representatives of such Person.

"SEC Documents" means the EPE SEC Documents and all reports, schedules and statements filed with the SEC by each of EPD, TEPPCO and DEP since January 1, 2007.

"Securities Act" means the Securities Act of 1933, as amended from time to time, and the rules and regulations of the Commission promulgated thereunder.

"Short Sale" means, without limitation, all "short sales" as defined in Rule 200 promulgated under Regulation SHO under the Exchange Act, whether or not against the box, and forward sale contracts, options, puts, calls, short sales, "put equivalent positions" (as defined in Rule 16a-1(h) under the Exchange Act) and similar arrangements, and sales and other transactions through non-U.S. broker dealers or foreign regulated brokers.

"Subsidiary" means, as to any Person, any corporation or other entity of which (i) such Person or a Subsidiary of such Person is a general partner or managing member, (ii) at least a majority of the outstanding equity interests having by the terms thereof ordinary voting power to elect a majority of the board of directors or similar governing body of such corporation or other entity is at the time directly or indirectly owned or controlled by such Person or one or more of its Subsidiaries or (iii) any corporation or other entity as to which such Person consolidates for accounting purposes.

"Taxes" means any tax, charge, levy, penalty or other assessment imposed by any U.S. federal, state, local or foreign taxing authority, including any excise, property, income, sales, transfer, franchise, payroll, withholding, social security or other tax, including any interest, penalties or additions attributable thereto.

"Tax Return" means any return, report, information return, declaration, claim for refund or other document (including any related or supporting information) supplied or required to be supplied with respect to any Taxes and including any supplement or amendment thereof.

"TEPPCO" means TEPPCO Partners, L.P., a Delaware limited partnership.

"TEPPCO GP" means Texas Eastern Products Pipeline Company, LLC, a Delaware limited liability company and the current sole general partner of TEPPCO.

"Units" means the Units of the Partnership (as defined in the Partnership Agreement) representing limited partner interests therein.

"Unit Purchase Price" shall have the meaning specified in Section 2.01(c).

"Unitholders" means the Unitholders of the Partnership (within the meaning of the Partnership Agreement).

"8-K Filing" shall have the meaning specified in Section 5.10.

Section 1.02 Accounting Procedures and Interpretation. Unless otherwise specified in this Agreement, all accounting terms used herein shall be interpreted, all determinations with respect to accounting matters under this Agreement shall be made, and all financial statements and certificates and reports as to financial matters required to be furnished to the Purchasers under this Agreement shall be prepared, in accordance with GAAP applied on a consistent basis during the periods involved (except, in the case of unaudited statements, as permitted by Form 10-Q promulgated by the Commission) and in compliance as to form in all material respects with applicable accounting requirements and with the published rules and regulations of the Commission with respect thereto.

## ARTICLE II
## SALE AND PURCHASE

Section 2.01 Sale and Purchase.

(a) Sale and Purchase. Subject to the terms and conditions of this Agreement, at the Closing, the Partnership hereby agrees to issue and sell to each Purchaser, and each Purchaser hereby agrees, severally and not jointly, to purchase from the Partnership, the number of Purchased Units determined pursuant to paragraph (b) below of this Section 2.01, and each Purchaser agrees to pay the Partnership the Unit Purchase Price for each Purchased Unit, in each case, as set forth in paragraph (c) below of this Section 2.01. The obligation of each Purchaser under this Agreement is independent of the obligation of each other Purchaser, and the failure or waiver of performance with respect to any Purchaser does not excuse performance by any other Purchaser.

(b) Units. The number of Purchased Units to be issued and sold to each Purchaser shall be the number of Purchased Units under the column titled "Number of Purchased Units" on Schedule 2.01 opposite the name of such Purchaser.

(c) Consideration. The amount per Unit each Purchaser will pay to the Partnership to purchase the Purchased Units (the "Unit Purchase Price") shall be $37.25; *provided, however*, that if the Closing Date is after the record date for the distribution to Unitholders with respect to the quarter ending June 30, 2007 and paid in the quarter ended September 30, 2007, then the Purchasers shall receive a discount on the Unit Purchase Price equal to the amount per Unit of such distribution.

Section 2.02 Closing. Subject to the terms and conditions of this Agreement, the execution and delivery of the Basic Documents (other than this Agreement), delivery of certificates representing the Purchased Units and execution and delivery of all other instruments, agreements, and other documents required by this Agreement (the "Closing") shall take place on July 17, 2007, or such other date as shall be agreeable to the Parties (the "Closing Date"). The Closing shall take place at the offices of Andrews Kurth LLP, 600 Travis, Suite 4200, Houston, Texas 77002. At the Closing, subject to the terms and conditions of this Agreement, each of the Partnership and the Purchasers shall deliver, or cause to be delivered, the items set forth in Article VI.

Section 2.03 Independent Nature of Purchasers' Obligations and Rights. The respective obligations of each Purchaser under any Basic Document are several and not joint with the obligations of any other Purchaser, and no Purchaser shall be responsible in any way for the performance of the obligations of any other Purchaser under any Basic Document. The failure or waiver of performance under any Basic Document by any Purchaser, or on its behalf, does not excuse performance by any other Purchaser. Nothing contained herein or in any other Basic Document, and no action taken by any Purchaser pursuant thereto, shall be deemed to constitute the Purchasers as a partnership, an association, a joint venture or any other kind of entity, or create a presumption that the Purchasers are in any way acting in concert or as a group for purposes of Section 13(d) of the Exchange Act with respect to such obligations or the transactions contemplated by any Basic Document. Each Purchaser shall be entitled to independently protect and enforce its rights, including the rights arising out of this Agreement or out of the other Basic Documents, and it shall not be necessary for any other Purchaser to be joined as an additional party in any proceeding for such purpose.

## ARTICLE III
## REPRESENTATIONS AND WARRANTIES OF THE PARTNERSHIP

The Partnership represents and warrants to the Purchasers, on and as of the date of this Agreement and on and as of the Closing Date, as follows:

Section 3.01 Existence of the Partnership and its Subsidiaries.

(a) The Partnership: (i) is a limited partnership duly formed, validly existing and in good standing under the Laws of the State of Delaware; (ii) has all requisite limited partnership power and authority, and has all governmental licenses, authorizations, consents and approvals, necessary to own, lease, use and operate its Properties and carry on its business as its business is now being conducted as described in the EPE SEC Documents, except where the failure to obtain such licenses, authorizations, consents and approvals would not reasonably be expected to have a Partnership Material Adverse Effect; and (iii) is qualified to do business in all jurisdictions in which the nature of the business conducted by it makes such qualifications necessary, except where failure so to qualify would not reasonably be expected to have a Partnership Material Adverse Effect. The Partnership is not in violation of its certificate of limited partnership or the Partnership Agreement.

(b) Each of EPD GP and TEPPCO GP has been duly formed and is validly existing and in good standing under the laws of the State or other jurisdiction of its organization and has all requisite limited liability company power and authority, and has all governmental licenses, authorizations, consents and approvals necessary, to own, lease, use or operate its respective Properties and carry on its business as now being conducted and as described in their respective SEC Documents, except where the failure to obtain such licenses, authorizations, consents and approvals would not be reasonably likely to have a Partnership Material Adverse Effect. Each of EPD GP and TEPPCO GP is duly qualified or licensed and in good standing as a foreign entity, and is authorized to do business in each jurisdiction in which the ownership or leasing of its respective Properties or the character of its respective operations makes such qualification necessary, except where the failure to obtain such qualification, license, authorization or good standing would not be reasonably likely to have a Partnership Material Adverse Effect. None of EPD GP or TEPPCO GP is in violation of its certificate of formation or limited liability company agreement.

(c) Each of EPD and TEPPCO is a limited partnership duly formed, validly existing and in good standing under the Laws of the State of Delaware, with all requisite limited partnership power and authority to own, lease, use and operate its Properties and carry on its business as its business is now being conducted.

Section 3.02 Purchased Units, Capitalization and Valid Issuance.

(a) The Purchased Units shall have those rights, preferences, privileges and restrictions governing the Units as set forth in the Partnership Agreement. A true and correct copy of the Partnership Agreement has been filed by the Partnership with the Commission.

(b) As of the date of this Agreement, the issued and outstanding limited partner interests of the Partnership consist of (i) 103,057,420 Units (including 14,173,304 Units issued on July 12, 2007 upon conversion of Class B Units) and (ii) 16,000,000 Class C Units, and the only issued and outstanding general partner interest is the General Partner's 0.01% general partner interest. All of the outstanding Units and Class C Units have been duly authorized and validly issued in accordance with applicable Law under the Delaware LP Act and the Partnership Agreement and are fully paid (to the extent required under applicable Law and the Partnership Agreement) and nonassessable (except as such nonassessability may be affected by Sections 17-303, 17-607 and 17-804 of the Delaware LP Act).

(c) Other than the EPE LTIP, the Partnership has no equity compensation plans that contemplate the issuance of Units (or securities convertible into or exchangeable for Units). No indebtedness having the right to vote (or convertible into or exchangeable for securities having the right to vote) on any matters on which the Unitholders may vote is issued or outstanding. Except (i) as have been granted pursuant to EPE LTIP, (ii) as contemplated by this Agreement or (iii) as are contained in the Partnership Agreement, there are no outstanding or authorized (A) options, warrants, preemptive rights, subscriptions, calls, convertible or exchangeable securities or other

rights, agreements, claims or commitments of any character obligating the Partnership or any of its Subsidiaries to issue, transfer or sell any limited partner interests or other equity interests in, the Partnership or securities convertible into or exchangeable for such limited partner interests or other equity interests, (B) obligations of the Partnership to repurchase, redeem or otherwise acquire any limited partner interests or other equity interests of the Partnership or any of its Subsidiaries or any such securities or agreements listed in clause (A) of this sentence or (C) voting trusts or similar agreements to which the Partnership or any of its Subsidiaries is a party with respect to the voting of the equity interests of the Partnership.

(d) (i) All of the issued and outstanding equity interests of each of EPD GP and TEPPCO GP, (ii) 13,454,498 common units of EPD owned by the Partnership, (iii) the general partner interest in EPD (together with the incentive distribution rights in EPD) and (iv) 4,400,000 common units of TEPPCO owned by the Partnership have been duly authorized, validly issued and are fully paid (to the extent required by applicable Law and the applicable organizational documents of such Subsidiaries) and, other than with respect to general partner interests, non-assessable (except as nonassessability may be affected by Sections 17-303, 17-607 and 17-804 of the Delaware LP Act and Sections 18-607 and 18-804 of the Delaware LLC Act, as applicable, or the organizational documents of such Subsidiaries). Subject to (i) Liens described in the Partnership SEC Documents (including (A) the security interests granted in connection with Partnership's Second Amended and Restated Credit Agreement, dated as of May 1, 2007, with the Lenders named therein, Citicorp North America, Inc., as Administrative Agent, Lehman Commercial Paper Inc., as Syndication Agent, Citibank, N.A., as Issuing Bank, and The Bank of Nova Scotia, Sun Trust Bank and Mizuho Corporate Bank, Ltd., as Co-Documentation Agents, and (B) rights under the limited liability company agreement of ETE GP as set forth in the SEC Documents) and (ii) restrictions as may exist under applicable Law, the Partnership owns the foregoing equity interests in EPD GP, TEPPCO GP, EPD and TEPPCO, and the common units representing limited partner interests of ETE owned by the Partnership and the membership interests of ETE GP owned by the Partnership, free and clear of any material Liens. Except as disclosed in the Partnership's SEC Documents, the Partnership does not own directly any shares of capital stock or other securities of, or interest in, any other Person, and is not obligated to make any capital contribution to or other investment in any other Person.

(e) The offer and sale of the Purchased Units and the limited partner interests represented thereby have been duly authorized by the Partnership pursuant to the Partnership Agreement and, when issued and delivered to the Purchasers against payment therefor in accordance with the terms of this Agreement, will be validly issued, fully paid (to the extent required by applicable Law and the Partnership Agreement) and nonassessable (except as such nonassessability may be affected by Sections 17-303, 17-607 and 17-804 of the Delaware LP Act) and will be free of any and all Liens and restrictions on transfer, other than restrictions on transfer under the Partnership Agreement and under applicable state and federal securities Laws and other than such Liens as are created by the Purchasers.

(f) The Partnership's currently outstanding Units are quoted on the NYSE, and the Partnership has not received any notice of delisting. The Purchased Units will be issued in compliance with all applicable rules of the NYSE. Approval of the issuance of the Purchased Units pursuant to this Agreement by holders of outstanding Units is not required pursuant to Rule 312.03 of the NYSE Listed Company Manual or the Partnership Agreement. Prior to the Closing, the Partnership shall file a supplemental listing application with the NYSE to list the Purchased Units.

(g) None of the execution of this Agreement, the offering or sale of the Purchased Units or the registration of the Units pursuant to the Registration Rights Agreement gives rise to any rights for or relating to the registration of any Units or other securities of the Partnership other than pursuant to the Registration Rights Agreement and those rights granted to the General Partner or any of its Affiliates (as such term is defined in the Partnership Agreement) under Section 7.12 of the Partnership Agreement.

Section 3.03 EPE SEC Documents. The Partnership has timely filed with the Commission all reports, schedules and statements required to be filed by it under the Exchange Act since the consummation of its initial public offering (all such documents filed on or prior to the date of this Agreement, but specifically excluding any documents "furnished," collectively, the "EPE SEC Documents"). The EPE SEC Documents, including any Partnership audited or unaudited financial statements and any notes thereto or schedules included therein, at the time filed (except to the extent corrected by a subsequently filed EPE SEC Document filed prior to the date of this Agreement) (i) did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading, (ii) complied as to form in all material respects with applicable requirements of the Exchange Act and the applicable accounting requirements and with the published rules and regulations of the Commission with respect thereto, (iii) were prepared in accordance with GAAP applied on a consistent basis during the periods involved (except as may be indicated in the notes thereto or, in the case of unaudited statements, as permitted by Form 10-Q of the Commission) and (iv) fairly present (subject in the case of unaudited statements to normal, recurring and year-end audit adjustments) in all material respects the consolidated financial position of the Partnership as of the dates thereof and the consolidated results of its operations and cash flows for the periods then ended. Deloitte & Touche LLP is an independent registered public accounting firm with respect to the Partnership and has not resigned or been dismissed; *provided*, the Partnership notes to the Purchasers for purposes of clarification that the pro forma financial statements of the Partnership after giving effect to the acquisitions of limited partner interests in ETE and TEPPCO and their respective general partners on May 7, 2007, together with the applicable historical financial statements of such entities, which are required to be filed within 71 days after the date on which the original Form 8-K relating to these transactions was required to be filed, have not yet been filed by the Partnership with the Commission on Form 8-K/A.

Section 3.04 No Material Adverse Change. Except as set forth (a) in or contemplated by the SEC Documents filed with the Commission on or before the date hereof or (b) below in this Section, since December 31, 2006, the Partnership and its Subsidiaries have conducted their business in the ordinary course, consistent with past practice, and there has been no (i) change that has had or would reasonably be expected to have a Partnership Material Adverse Effect, (ii)

acquisition or disposition of any material asset by the Partnership or any of its Subsidiaries or any contract or arrangement therefor, otherwise than for fair value in the ordinary course of business, (iii) material change in the Partnership's accounting principles, practices or methods or (iv) incurrence of material indebtedness. The Partnership expects to adopt the equity method of accounting with respect to, and to recast its financial statements for purposes of giving effect to, the ownership of limited partner interests in ETE and TEPPCO and their respective general partners acquired on May 7, 2007.

Section 3.05 Litigation. Except as set forth in the SEC Documents, there is no Action pending or, to the knowledge of the Partnership, contemplated or threatened against the Partnership or any of its Subsidiaries or any of their respective officers (in their capacity as such), directors (in their capacity as such) or Properties, (a) which (individually or in the aggregate) reasonably would be expected to have a Partnership Material Adverse Effect or which challenges the validity of any of the Basic Documents or the right of the Partnership to enter into any of the Basic Documents or to consummate the transactions contemplated hereby and thereby or (b) which would reasonably be expected to adversely affect or restrict the Partnership's ability to consummate the transactions contemplated by the Basic Documents.

Section 3.06 No Breach. The execution, delivery and performance by the Partnership of the Basic Documents to which it is a party and all other agreements and instruments to be executed and delivered by the Partnership pursuant hereto or thereto or in connection herewith and therewith, and compliance by the Partnership with the terms and provisions hereof and thereof, do not and will not (a) violate any provision of any Law, governmental permit, determination or award having applicability to the Partnership or any of its Subsidiaries or any of their respective Properties, (b) conflict with or result in a violation of any provision of the organizational documents of the Partnership or any of its Subsidiaries, (c) require any consent, approval or notice under or result in a violation or breach of or constitute (with or without due notice or lapse of time or both) a default (or give rise to any right of termination, cancellation or acceleration) under any note, bond, mortgage, license, loan or credit agreement or other instrument, obligation or agreement to which the Partnership or any of its Subsidiaries is a party or by which the Partnership or any of its Subsidiaries or any of their respective Properties may be bound or (d) result in or require the creation or imposition of any Lien upon or with respect to any of the Properties now owned or hereafter acquired by the Partnership or any of its Subsidiaries, except in the cases of clauses (a), (c) and (d) where such violation, default, breach, termination, cancellation, failure to receive consent or approval, or acceleration with respect to the foregoing provisions of this Section 3.06 would not, individually or in the aggregate, reasonably be expected to have a Partnership Material Adverse Effect.

Section 3.07 Authority. The Partnership has all necessary limited partnership power and authority to execute, deliver and perform its obligations under the Basic Documents to which it is a party and to consummate the transactions contemplated thereby; the execution, delivery and performance by the Partnership of the Basic Documents to which it is a party, and the consummation of the transactions contemplated thereby, have been duly authorized by all necessary action on its part; and the Basic Documents will constitute the legal, valid and binding obligations of Partnership, enforceable in accordance with their terms, except as such enforceability may be limited by bankruptcy, insolvency, fraudulent transfer and similar Laws affecting creditors' rights generally or by general principles of equity, including principles of

commercial reasonableness, fair dealing and good faith. No approval from the holders of outstanding Units is required under the Partnership Agreement or the rules of the NYSE in connection with the Partnership's issuance and sale of the Purchased Units to the Purchasers.

Section 3.08 Approvals. Except as required by the Commission in connection with the Partnership's obligations under the Registration Rights Agreement, no authorization, consent, approval, waiver, license, qualification or written exemption from, nor any filing, declaration, qualification or registration with, any Governmental Authority or any other Person is required in connection with the execution, delivery or performance by the Partnership of any of the Basic Documents to which it is a party or the Partnership's issuance and sale of the Purchased Units, except (i) as may be required under the state securities or "Blue Sky" Laws, or (ii) where the failure to receive such authorization, consent, approval, waiver, license, qualification or written exemption or to make such filing, declaration, qualification or registration would not, individually or in the aggregate, reasonably be expected to have a Partnership Material Adverse Effect.

Section 3.09 MLP Status. Each of the Partnership, DEP, EPD and TEPPCO has, for each taxable year beginning on or after the closing of its respective initial public offering, met the gross income requirements of Section 7704(c)(2) of the Internal Revenue Code of 1986, as amended. To the knowledge of the Partnership, ETE and Energy Transfer Equity, L.P., a Delaware limited partnership, has, for each taxable year beginning on or after the closing of its respective initial public offering, met the gross income requirements of Section 7704(c)(2) of the Internal Revenue Code of 1986, as amended.

Section 3.10 Investment Company Status. The Partnership is not an "investment company" within the meaning of the Investment Company Act of 1940, as amended.

Section 3.11 Valid Private Placement. Assuming the accuracy of the representations and warranties of the Purchasers contained in this Agreement, the sale and issuance of the Purchased Units pursuant to this Agreement is exempt from the registration requirements of the Securities Act, and neither the Partnership nor, to the Partnership's knowledge, any authorized Representative acting on its behalf has taken or will take any action hereafter that would cause the loss of such exemption.

Section 3.12 Certain Fees. Other than fees payable to Citigroup Global Markets, Inc. and Lehman Brothers, Inc. (collectively, the "Placement Agents") for their services as placement agents, no fees or commissions are or will be payable by the Partnership to brokers, finders, or investment bankers with respect to the sale of any of the Purchased Units or the consummation of the transactions contemplated by this Agreement. The Purchasers shall not be liable for any such fees or commissions.

Section 3.13 No Side Agreements. Except for the confidentiality agreements described in Section 8.06, the Registration Rights Agreement and the engagement letters with the Placement Agents, there are no other agreements by, among or between the Partnership or its Affiliates, on the one hand, and any of the Purchasers or their Affiliates, on the other hand, with respect to the transactions contemplated hereby nor promises or inducements for future transactions between or among any of such parties.

Section 3.14 Form S-3 Eligibility. The Partnership is eligible to register the Purchased Units for resale by the Purchasers on a registration statement on Form S-3 under the Securities Act.

Section 3.15 Taxes. The Partnership has filed all Tax Returns required to be filed. To the knowledge of the Partnership, such Tax Returns are true, correct and complete in all material respects. The Partnership has paid in full all Taxes shown to be due on such Tax Returns. The Partnership has not received any written notice of deficiency or assessment from any taxing authority with respect to liabilities for any material Taxes, which have not been fully paid or finally settled, unless being contested in good faith through appropriate proceedings and for which adequate reserves are presented in the Partnership's financial statements included in the EPE SEC Documents.

Section 3.16 Acknowledgment Regarding Purchase of Purchased Common Units The Partnership acknowledges and agrees that (i) each of the Purchasers is participating in the transactions contemplated by this Agreement and the other Basic Documents at the Partnership's request and the Partnership has concluded that such participation is in the Partnership's best interest and is consistent with the Partnership's objectives and (ii) each of the Purchasers is acting solely in the capacity of an arm's length purchaser. The Partnership further acknowledges that no Purchaser is acting or has acted as an advisor, agent or fiduciary of the Partnership (or in any similar capacity) with respect to this Agreement or the other Basic Documents and any advice given by any Purchaser or any of its respective Representatives in connection with this Agreement or the other Basic Documents is merely incidental to the Purchasers' purchase of the Purchased Units. The Partnership further represents to each Purchaser that the Partnership's decision to enter into this Agreement has been based solely on the independent evaluation of the transactions contemplated hereby by the Partnership and its Representatives.

Section 3.17 Compliance with Laws. Neither the Partnership nor any of its Subsidiaries is in violation of any Law applicable to the Partnership or its Subsidiaries, except as would not, individually or in the aggregate, have a Partnership Material Adverse Effect. The Partnership and its Subsidiaries possess all certificates, authorizations and permits issued by the appropriate regulatory authorities necessary to conduct their respective businesses, except where the failure to possess such certificates, authorizations or permits would not have, individually or in the aggregate, a Partnership Material Adverse Effect, and neither the Partnership nor any such Subsidiary has received any notice of proceedings relating to the revocation or modification of any such certificate, authorization or permit, except where such potential revocation or modification would not have, individually or in the aggregate, a Partnership Material Adverse Effect.

## ARTICLE IV
## REPRESENTATIONS AND WARRANTIES OF EACH PURCHASER

Each Purchaser, severally and not jointly, represents and warrants to the Partnership with respect to itself, on and as of the date of this Agreement and on and as of the Closing Date, as follows:

Section 4.01 Valid Existence. Such Purchaser (a) is duly incorporated or formed, validly existing and in good standing under the Laws of its respective jurisdiction of incorporation or formation, and (b) has all requisite power and authority, and has all material governmental licenses, authorizations, consents and approvals necessary to own its Properties and carry on its business as its business is now being conducted, except where the failure to obtain such licenses, authorizations, consents and approvals would not reasonably be expected to have a Purchaser Material Adverse Effect. Each such Purchaser is not in default in the performance, observance or fulfillment of any provision of its organizational documents, except where such default would not have or would not reasonably likely to have a Purchaser Material Adverse Effect.

Section 4.02 No Breach. The execution, delivery and performance by such Purchaser of the Basic Documents to which it is a party and all other agreements and instruments to be executed and delivered by such Purchaser pursuant hereto or thereto or in connection herewith or therewith, compliance by such Purchaser with the terms and provisions hereof and thereof, and the purchase of the Purchased Units by such Purchaser do not and will not (a) violate any provision of any Law, governmental permit, determination or award having applicability to such Purchaser or any of its Properties, (b) conflict with or result in a violation of any provision of the organizational documents of such Purchaser or (c) require any consent (other than standard internal consents), approval or notice under or result in a violation or breach of or constitute (with or without due notice or lapse of time or both) a default (or give rise to any right of termination, cancellation or acceleration) under any note, bond, mortgage, license, loan or credit agreement or other instrument or agreement to which such Purchaser is a party or by which such Purchaser or any of its Properties may be bound, except in the case of clauses (a) and (c), where such violation, default, breach, termination, cancellation, failure to receive consent or approval, or acceleration with respect to the foregoing provisions of this Section 4.02 would not, individually or in the aggregate, reasonably be expected to have a Purchaser Material Adverse Effect.

Section 4.03 Authority. The Purchaser has all necessary corporate, limited liability company or partnership power and authority to execute, deliver and perform its obligations under the Basic Documents to which it is a party and to consummate the transactions contemplated thereby; the execution, delivery and performance by the Purchaser of the Basic Documents to which it is a party, and the consummation of the transactions contemplated thereby, have been duly authorized by all necessary action on its part; and the Basic Documents will constitute the legal, valid and binding obligations of Purchaser, enforceable in accordance with their terms, except as such enforceability may be limited by bankruptcy, insolvency, fraudulent transfer and similar Laws affecting creditors' rights generally or by general principles of equity, including principles of commercial reasonableness, fair dealing and good faith.

Section 4.04 Investment. The Purchased Units are being acquired for such Purchaser's own account, or the accounts of clients for whom such Purchaser exercises discretionary investment authority (all of whom the Purchaser hereby represents and warrants are "accredited investors" within the meaning of Rule 501(a) of Regulation D promulgated by the Commission pursuant to the Securities Act), not as a nominee or agent, and with no present intention of distributing the Purchased Units or any part thereof, and that such Purchaser has no present intention of selling or granting any participation in or otherwise distributing the same in any

transaction in violation of the securities Laws of the United States of America or any state, without prejudice, however, to such Purchaser's right at all times (subject to such Purchaser's agreement contained in Section 5.02) to sell or otherwise dispose of all or any part of the Purchased Units under a registration statement under the Securities Act and applicable state securities Laws or under an exemption from such registration available thereunder (including, without limitation, if available, Rule 144 promulgated thereunder). If such Purchaser should in the future decide to dispose of any of the Purchased Units, such Purchaser understands and agrees (a) that it may do so only (i) in compliance with the Securities Act and applicable state securities law, as then in effect, or pursuant to an exemption therefrom (including Rule 144 under the Securities Act) or (ii) in the manner contemplated by any registration statement pursuant to which such securities are being offered, and (b) that stop-transfer instructions to that effect will be in effect with respect to such securities. Notwithstanding the foregoing, any Purchaser may at any time enter into one or more total return swaps with respect to such Purchaser's Purchased Units with a third party or transfer Purchased Units to an Affiliate of such Purchaser provided that any such transaction is exempt from registration under the Securities Act. The Purchaser understands and acknowledges that the Commission currently takes the position that coverage of short sales of securities "against the box" prior to the effective date of a registration statement is a violation of Section 5 of the Securities Act.

Section 4.05 Nature of Purchaser. Such Purchaser represents and warrants to, and covenants and agrees with, the Partnership that, (a) it is an "accredited investor" within the meaning of Rule 501(a) of Regulation D promulgated by the Commission pursuant to the Securities Act and (b) by reason of its business and financial experience it has such knowledge, sophistication and experience in business and financial matters so as to be capable of evaluating the merits and risks of the prospective investment in the Purchased Units, is able to bear the economic risk of such investment and, at the present time, would be able to afford a complete loss of such investment.

Section 4.06 Receipt of Information; Authorization. Such Purchaser acknowledges that it (a) has access to the SEC Documents as well as filings of reports by ETE and its Affiliates with the Commission and (b) has been provided a reasonable opportunity to ask questions of and receive answers from Representatives of the Partnership regarding such matters.

Section 4.07 Restricted Securities. Such Purchaser understands that the Purchased Units it is purchasing are characterized as "restricted securities" under the federal securities Laws inasmuch as they are being acquired from the Partnership in a transaction not involving a public offering and that under such Laws and applicable regulations such securities may be resold without registration under the Securities Act only in certain limited circumstances. In this connection, such Purchaser represents that it is knowledgeable with respect to Rule 144 of the Commission promulgated under the Securities Act.

Section 4.08 Certain Fees. No fees or commissions will be payable by such Purchaser to brokers, finders, or investment bankers with respect to the sale of any of the Purchased Units or the consummation of the transactions contemplated by this Agreement.

Section 4.09 Legend. It is understood that the certificates evidencing the Purchased Units will bear the following legend:

**"These securities have not been registered under the Securities Act of 1933, as amended (the "Securities Act"), or the securities laws of any state or other jurisdiction. These securities may not be sold, offered for sale, pledged or hypothecated except pursuant to an effective registration statement under the Securities Act or pursuant to an exemption from registration thereunder, in each case in accordance with all applicable securities laws of the states or other jurisdictions, and in the case of a transaction exempt from registration, such securities may only be transferred if the transfer agent for such securities has received documentation satisfactory to it that such transaction does not require registration under the Securities Act."**

Section 4.10 No Substantial Security Holders. Such Purchaser represents and warrants to, and covenants and agrees with, the Partnership that, on the date hereof and as of the date of Closing (before giving effect to the purchase of Purchased Units pursuant to this Agreement), such Purchaser and its Affiliates (a) hold beneficial ownership of less than five percent of the Units of the Partnership outstanding on the date hereof and (b) hold beneficial ownership of less than five percent of the outstanding voting power of the Partnership.

Section 4.11 No Side Agreements. There are no other agreements by, among or between such Purchaser and any of its Affiliates, on the one hand, and other of the other Purchasers or their Affiliates, on the other hand, with respect to the transactions contemplated hereby nor promises or inducements for future transactions between or among any of such parties.

Section 4.12 Short Selling. Such Purchaser has not engaged in any transaction involving Units owned by it, including any purchase, sale or Short Sale of Units, between the time it first began discussions with the Partnership or the placement agents about the transaction contemplated by this Agreement and the date hereof (it being understood that the entering into of a total return swap should not be considered a short sale); *provided*, *however*, the above shall not apply, in the case of a Purchaser that is a large multi-unit investment or commercial banking organization, to activities in the normal course of trading units of such Purchaser other than the Participating Unit, so long as such other units are not acting on behalf of the Participating Unit and have not been provided with confidential information regarding the Partnership by the Participating Unit.

## ARTICLE V
## COVENANTS

Section 5.01 Issuer Lock-Up/Subsequent Issuances of Units. Without the written consent of the holders of a majority of the Purchased Units, from the date of this Agreement until the Lock-Up Date, the Partnership shall not grant, issue or sell any Units or other equity or voting securities of the Partnership or any securities convertible thereinto or exchangeable therefor, or take any other action that may result in the issuance of any of the foregoing, other than (i) the issuance of options or Units under the EPE LTIP, or the issuance of Units upon the

exercise of awards issued under the EPE LTIP, (ii) the issuance of Units upon conversion of Class C Units outstanding on the date of this Agreement, (iii) the issuance or sale of Units at a price no less than 110% of the Unit Purchase Price (including, and not net of, any underwriting discounts and commissions or placement fees) and (iv) Units issued as consideration for or to finance the acquisition of assets or equity reasonably believed by the Partnership to be accretive to distributable cash flows per Unit. Notwithstanding the foregoing, the Partnership shall not sell, offer for sale or solicit offers to buy any security (as defined in the Securities Act) that would be integrated with the sale of the Purchased Units in a manner that would require the registration under the Securities Act of the sale of the Purchased Units to the Purchasers.

Section 5.02 Purchaser Lock-Ups. Without the prior written consent of the Partnership, each Purchaser agrees that neither such Purchaser nor any of its Affiliates will offer, sell, pledge or otherwise transfer or dispose of any of its Purchased Units prior to the Lock-Up Date; *provided, however*, that any Purchaser may, (i) subject Section 8.04(c), enter into one or more total return swaps or similar transactions at any time with respect to the Purchased Units purchased by such Purchaser provided that such transaction is exempt from registration under the Securities Act and (ii) transfer its Purchased Units to an Affiliate of such Purchaser or to any other Purchaser or an Affiliate of such other Purchaser, provided that any such Affiliate transferee agrees to the restrictions set forth in this Section 5.02.

Section 5.03 Taking of Necessary Action. Each of the Parties hereto shall use its commercially reasonable efforts promptly to take or cause to be taken all action and promptly to do or cause to be done all things necessary, proper or advisable under applicable Law and regulations to consummate and make effective the transactions contemplated by this Agreement. Without limiting the foregoing, the Partnership and each Purchaser shall use its commercially reasonable efforts to make all filings and obtain all consents of Governmental Authorities that may be necessary or, in the reasonable opinion of the other Parties, as the case may be, advisable for the consummation of the transactions contemplated by the Basic Documents.

Section 5.04 Disclosure; Public Filings. The Partnership may, without prior written consent or notice, (i) file this Agreement as an exhibit to an Exchange Act report and (ii) disclose information with respect to any Purchaser solely to the extent required by applicable Law or the rules and regulations of the Commission, the NYSE or other exchange on which securities of the Partnership are listed or traded.

Section 5.05 Other Actions. The Partnership shall file prior to the Closing a supplemental listing application with the NYSE to list the Purchased Units.

Section 5.06 Use of Proceeds. The Partnership will use the collective proceeds from the sale of the Purchased Units to repay a portion of the outstanding indebtedness under its 364-day credit facility.

Section 5.07 Partnership Fees. The Partnership agrees that it will indemnify and hold harmless each of the Purchasers from and against any and all claims, demands, or liabilities for broker’s, finder’s, placement, or other similar fees or commissions incurred by the Partnership or alleged to have been incurred by the Partnership in connection with the sale of Purchased Units or the consummation of the transactions contemplated by this Agreement.

Section 5.08 Purchaser Fees. Each Purchaser agrees, severally and not jointly with the other Purchasers, that it will indemnify and hold harmless the Partnership from and against any and all claims, demands, or liabilities for broker's, finder's, placement, or other similar fees or commissions incurred by such Purchaser or alleged to have been incurred by such Purchaser in connection with the purchase of Purchased Units or the consummation of the transactions contemplated by this Agreement.

Section 5.09 Certain Special Allocations of Book and Taxable Income. To the extent that the Unit Purchase Price is less than the trading price of the Units on the NYSE as of the Closing Date, the General Partner intends to specially allocate items of book and taxable income to the Purchasers so that their capital accounts in their Purchased Units are consistent, on a per-Unit basis, with the capital accounts of the other holders of Units (and thus to assure fungibility of all Units). Such special allocation will not occur until the earlier to occur of any taxable period of the Partnership ending upon, or after, (a) a book-up event or book-down event in accordance with Treasury Regulation Section 1.704-1(b)(2)(iv)(f) or a sale of all or substantially all of the assets of the Partnership occurring after the date of the issuance of the Purchased Units, (b) the transfer of the Purchased Units to a Person that is not an Affiliate of the Purchaser, in which case, such allocation shall be made only with respect to the Purchased Units so transferred, or (c) the General Partner's receipt of written notice from a holder of the holder's election to trigger such allocation and true up the capital accounts (the "Capital Account True-Up Election") with respect to such holder's Purchased Units. A Purchaser holding a Purchased Unit shall be required to provide notice to the General Partner of the Partnership of a transfer of a Purchased Unit to a Person who is not an Affiliate of the Purchaser no later than the last Business Day of the calendar year during which such transfer occurred, unless by virtue of clause (a) or (b) above, the general partner of the Partnership has determined that the Units are consistent, on a per-Unit basis, with the capital accounts of the other holders of Units. However, the sole and exclusive remedy for any holder's failure to provide any such notice shall be the enforcement of the remedy of specific performance against such holder and there will be no monetary damages.

Section 5.10 Non-Disclosure; Interim Public Filings. The Partnership shall, on or before 8:30 a.m., New York time, on the first Business Day following execution of this Agreement, issue a press release acceptable to the Purchasers disclosing all material terms of the transactions contemplated hereby. Before 8:30 a.m., New York time, on the first Business Day following the Closing Date, the Partnership shall file a Current Report on Form 8-K with the Commission (the "8-K Filing") describing the terms of the transactions contemplated by this Agreement and the other Basic Documents and including as exhibits to such Current Report on Form 8-K this Agreement and the other Basic Documents, in the form required by the Exchange Act. Except with respect to the 8-K Filing and the press release referenced above (a copy of which will be provided to the Purchasers for their review as early as practicable prior to its filing), the Partnership shall, at least two (2) Business Days prior to the filing or dissemination of any disclosure required by this Section 5.10, provide a copy thereof to the Purchasers for their review.

Section 5.11 Acknowledgement and Agreement Regarding Short Sales. Each Purchaser understands and acknowledges, severally and not jointly with any other Purchaser, that the Commission currently takes the position that coverage of short sales of securities "against the box" prior to the effective date of a registration statement is a violation of Section 5 of the

Securities Act. Each Purchaser agrees, severally and not jointly, that it will not engage in any Short Sales that result in the disposition of the Units acquired hereunder by the Purchaser until such time as the Shelf Registration Statement (as defined in the Registration Rights Agreement) is declared effective (it being understood that the entering into of a long total return swap should not be considered a Short Sale of Units) *provided*, *however*, the above shall not apply, in the case of a Purchaser that is a large multi-unit investment or commercial banking organization, to activities in the normal course of trading units of such Purchaser other than the Participating Unit, so long as such other units are not acting on behalf of the Purchasing Unit and have not been provided with confidential information regarding the Partnership by the Participating Unit. No Purchaser makes any representation, warranty or covenant hereby that it will not engage in Short Sales in the securities of the Partnership otherwise owned by such Purchaser or borrowed from a broker after the date the press release contemplated by this Agreement is issued by the Partnership.

## ARTICLE VI
## CLOSING CONDITIONS

Section 6.01 Conditions to the Closing.

(a) Mutual Conditions. The respective obligation of each Party to consummate the purchase and issuance and sale of the Purchased Units shall be subject to the satisfaction on or prior to the Closing Date of each of the following conditions (any or all of which may be waived by a particular Party on behalf of itself in writing, in whole or in part, to the extent permitted by applicable Law):

(i) no Law shall have been enacted or promulgated, and no action shall have been taken, by any Governmental Authority of competent jurisdiction which temporarily, preliminarily or permanently restrains, precludes, enjoins or otherwise prohibits the consummation of the transactions contemplated by this Agreement or makes the transactions contemplated by this Agreement illegal;

(ii) there shall not be pending any Action by any Governmental Authority seeking to restrain, preclude, enjoin or prohibit the transactions contemplated by this Agreement; and

(iii) the Purchased Common Units shall have been approved for listing on the NYSE, subject to notice of issuance.

(b) Each Purchaser's Conditions. The respective obligation of each Purchaser to consummate the purchase of its Purchased Units shall be subject to the satisfaction on or prior to the Closing Date of each of the following conditions (any or all of which may be waived by a particular Purchaser on behalf of itself in writing, in whole or in part, to the extent permitted by applicable Law):

(i) the Partnership shall have performed and complied with the covenants and agreements contained in this Agreement that are required to be performed and complied with by the Partnership on or prior to the Closing Date;

(ii) the representations and warranties of the Partnership contained in this Agreement that are qualified by materiality or Partnership Material Adverse Effect shall be true and correct when made and as of the Closing Date and all other representations and warranties shall be true and correct in all material respects when made and as of the Closing Date, in each case as though made at and as of the Closing Date (except that representations made as of a specific date shall be required to be true and correct as of such date only);

(iii) since the date of this Agreement, no Partnership Material Adverse Effect shall have occurred and be continuing;

(iv) no notice of delisting from the NYSE shall have been received by the Partnership with respect to the Units; and

(v) the Partnership shall have delivered, or caused to be delivered, to the Purchasers at the Closing, the Partnership's closing deliveries described in Section 6.02.

(c) The Partnership's Conditions. The obligation of the Partnership to consummate the sale of the Purchased Units to each of the Purchasers shall be subject to the satisfaction on or prior to the Closing Date of each of the following conditions with respect to each Purchaser individually and not the Purchasers jointly (any or all of which may be waived by the Partnership in writing, in whole or in part, to the extent permitted by applicable Law):

(i) each Purchaser shall have performed and complied with the covenants and agreements contained in this Agreement that are required to be performed and complied with by that Purchaser on or prior to the Closing Date;

(ii) the representations and warranties of each Purchaser contained in this Agreement that are qualified by materiality or Purchaser Material Adverse Effect shall be true and correct when made and as of the Closing Date and all other representations and warranties of the Purchasers shall be true and correct in all material respects when made and as of the Closing Date, in each case as though made at and as of the Closing Date (except that representations made as of a specific date shall be required to be true and correct as of such date only);

(iii) since the date of this Agreement, no Purchaser Material Adverse Effect shall have occurred and be continuing; and

(iv) each Purchaser shall have delivered, or caused to be delivered, to the Partnership at the Closing, such Purchaser's closing deliveries described in Section 6.03.

Section 6.02 Partnership Deliveries. At the Closing, subject to the terms and conditions of this Agreement, the Partnership will deliver, or cause to be delivered, to each Purchaser:

(a) The Purchased Units by delivering certificates (bearing the legend set forth in Section 4.08 and meeting the requirements of the Partnership Agreement) evidencing such Purchased Units at the Closing, all free and clear of any Liens, encumbrances or interests of any other party other than restrictions on transfer imposed by federal and state securities Laws and those imposed by such Purchaser;

(b) Copies of (i) the Certificate of Limited Partnership of the Partnership and (ii) the Certificate of Formation of the General Partner, each certified by the Secretary of State of the State of Delaware, dated as of a recent date, and as certified pursuant to Section 6.02(h);

(c) A certificate of the Secretary of State of the State of Delaware, dated as of a recent date, that each of the Partnership and the General Partner is in good standing;

(d) A cross-receipt, dated the Closing Date, executed by the Partnership and delivered to each Purchaser certifying that it has received the Allocated Purchase Amount with respect to the Purchased Units issued and sold to such Purchaser;

(e) The Registration Rights Agreement in substantially the form attached to this Agreement as Exhibit A, which shall have been duly executed by the Partnership;

(f) An opinion addressed to the Purchasers from legal counsel to the Partnership, dated the Closing Date, substantially similar in substance to the form of opinion attached to this Agreement as Exhibit B;

(g) An Officer's Certificate substantially in the form attached to this Agreement as Exhibit C; and

(h) A certificate of the Secretary or Assistant Secretary of the General Partner, on behalf of itself and the Partnership, certifying as to (i) the Certificate of Limited Partnership of the Partnership; (ii) the Certificate of Formation of the General Partner; (iii) the Partnership Agreement, as amended; (iv) the limited liability company agreement, as amended, of the General Partner; (v) board resolutions authorizing the execution and delivery of the Basic Documents and the consummation of the transactions contemplated thereby and hereby; and (vi) the incumbent officers authorized to execute the Basic Documents, setting forth the name and title and bearing the signatures of such officers.

Section 6.03 Purchaser Deliveries. At the Closing, subject to the terms and conditions of this Agreement, each Purchaser will deliver, or cause to be delivered:

(a) payment to the Partnership of such Purchaser's Allocated Purchase Amount by wire transfer(s) of immediately available funds to an account designated by Partnership in writing at least two (2) Business Days prior to the Closing Date;

(b) the Registration Rights Agreement in substantially the form attached to this Agreement as Exhibit A, which shall have been duly executed by such Purchaser;

(c) a cross-receipt, dated the Closing Date, executed by such Purchaser and delivered to the Partnership certifying that such Purchaser has received certificates evidencing the number of Purchased Units set forth opposite the name of such Purchaser on Schedule 2.01; and

(d) an Officer's Certificate substantially in the form attached to this Agreement as Exhibit D.

## ARTICLE VII
## INDEMNIFICATION, COSTS AND EXPENSES

Section 7.01 Indemnification by the Partnership. The Partnership agrees to indemnify each Purchaser and its Representatives (collectively, "Purchaser Related Parties") from, and hold each of them harmless against, any and all losses, actions, suits, proceedings (including any investigations, litigation or inquiries), demands and causes of action, and, in connection therewith, and promptly on demand, pay and reimburse each of them for all costs, losses, liabilities, damages, or expenses of any kind or nature whatsoever, including the reasonable fees and disbursements of counsel and all other reasonable expenses incurred in connection with investigating, defending or preparing to defend any such matter that may be incurred by them or asserted against or involve any of them as a result of, arising out of, or in any way related to the breach of any of the representations, warranties or covenants of the Partnership contained herein; *provided* that such claim for indemnification relating to a breach of a representation or warranty is made prior to the expiration of such representation or warranty; and *provided further*, that no Purchaser Related Party shall be entitled to recover special, consequential (including lost profits) or punitive damages. Notwithstanding anything to the contrary, consequential damages shall not be deemed to include diminution in value of the Purchased Units, which is specifically included in damages covered by Purchaser Related Parties' indemnification.

Section 7.02 Indemnification by Purchasers. Each Purchaser agrees, severally and not jointly, to indemnify the Partnership, the General Partner and their respective Representatives (collectively, "Partnership Related Parties") from, and hold each of them harmless against, any and all losses, actions, suits, proceedings (including any investigations, litigation, or inquiries), demands and causes of action and, in connection therewith, and promptly upon demand, pay and reimburse each of them for all costs, losses, liabilities, damages, or expenses of any kind or nature whatsoever, including, without limitation, the reasonable fees and disbursements of counsel and all other reasonable expenses incurred in connection with investigating, defending or preparing to defend any such matter that may be incurred by them or asserted against or involve any of them as a result of, arising out of, or in any way related to the breach of any of the representations, warranties or covenants of such Purchaser contained herein; *provided* that such claim for indemnification relating to a breach of a representation or warranty is made prior to the expiration of such representation or warranty; and *provided further*, that no Partnership Related Party shall be entitled to recover special, consequential (including lost profits) or punitive damages.

Section 7.03 Indemnification Procedure. Promptly after any Partnership Related Party or Purchaser Related Party (hereinafter, the "Indemnified Party") has received notice of any indemnifiable claim hereunder, or the commencement of any action or proceeding by a third

party, which the Indemnified Party believes in good faith is an indemnifiable claim under this Agreement, the Indemnified Party shall give the indemnitor hereunder (the "Indemnifying Party") written notice of such claim or the commencement of such action or proceeding, but failure to so notify the Indemnifying Party will not relieve the Indemnifying Party from any liability it may have to such Indemnified Party hereunder except to the extent that the Indemnifying Party is materially prejudiced by such failure. Such notice shall state the nature and the basis of such claim to the extent then known. The Indemnifying Party shall have the right to defend and settle, at its own expense and by its own counsel who shall be reasonably acceptable to the Indemnified Party, any such matter as long as the Indemnifying Party pursues the same diligently and in good faith. If the Indemnifying Party undertakes to defend or settle, it shall promptly notify the Indemnified Party of its intention to do so, and the Indemnified Party shall cooperate with the Indemnifying Party and its counsel in all commercially reasonable respects in the defense thereof and the settlement thereof. Such cooperation shall include furnishing the Indemnifying Party with any books, records and other information reasonably requested by the Indemnifying Party and in the Indemnified Party's possession or control. Such cooperation of the Indemnified Party shall be at the cost of the Indemnifying Party. After the Indemnifying Party has notified the Indemnified Party of its intention to undertake to defend or settle any such asserted liability, and for so long as the Indemnifying Party diligently pursues such defense, the Indemnifying Party shall not be liable for any additional legal expenses incurred by the Indemnified Party in connection with any defense or settlement of such asserted liability; *provided*, *however*, that the Indemnified Party shall be entitled (i) at its expense, to participate in the defense of such asserted liability and the negotiations of the settlement thereof and (ii) if (A) the Indemnifying Party has failed to assume the defense or employ counsel reasonably acceptable to the Indemnified Party or (B) if the defendants in any such action include both the Indemnified Party and the Indemnifying Party and counsel to the Indemnified Party shall have concluded that there may be reasonable defenses available to the Indemnified Party that are different from or in addition to those available to the Indemnifying Party or if the interests of the Indemnified Party reasonably may be deemed to conflict with the interests of the Indemnifying Party, then the Indemnified Party shall have the right to select a separate counsel and to assume such legal defense and otherwise to participate in the defense of such action, with the expenses and fees of such separate counsel and other expenses related to such participation to be reimbursed by the Indemnifying Party as incurred. Notwithstanding any other provision of this Agreement, the Indemnifying Party shall not settle any indemnified claim without the consent of the Indemnified Party, unless the settlement thereof imposes no liability or obligation on, involves no admission of wrongdoing or malfeasance by, and includes a complete release from liability of, the Indemnified Party.

## ARTICLE VIII
## MISCELLANEOUS

Section 8.01 Interpretation. Article, Section, Schedule, and Exhibit references are to this Agreement, unless otherwise specified. All references to instruments, documents, contracts, and agreements are references to such instruments, documents, contracts, and agreements as the same may be amended, supplemented, and otherwise modified from time to time, unless otherwise specified. The word "including" shall mean "including but not limited to." Whenever any Party has an obligation under the Basic Documents, the expense of complying with such obligation shall be an expense of such Party unless otherwise specified therein. Whenever any

determination, consent or approval is to be made or given by a Purchaser under the Basic Documents, such action shall be in such Purchaser's sole discretion unless otherwise specified therein. If any provision in the Basic Documents is held to be illegal, invalid, not binding, or unenforceable, such provision shall be fully severable and the Basic Documents shall be construed and enforced as if such illegal, invalid, not binding, or unenforceable provision had never comprised a part of the Basic Documents, and the remaining provisions shall remain in full force and effect. The Basic Documents have been reviewed and negotiated by sophisticated parties with access to legal counsel and shall not be construed against the drafter.

Section 8.02 Survival of Provisions. The representations and warranties set forth in Sections 3.02, 3.04, 3.06, 3.07, 3.12, 3.13, 4.03, 4.04, 4.05, 4.06, 4.07, 4.08, 4.09 and 4.10 of this Agreement shall survive the execution and delivery of this Agreement indefinitely, and the other representations and warranties set forth in this Agreement shall survive for a period of twelve (12) months following the Closing Date regardless of any investigation made by or on behalf of the Partnership or any Purchaser. The covenants made in this Agreement or any other Basic Document shall survive the closing of the transactions described herein and remain operative and in full force and effect regardless of acceptance of any of the Purchased Units and payment therefor and repayment, conversion or repurchase thereof. All indemnification obligations of the Partnership and the Purchasers pursuant to this Agreement and the provisions of Article VII shall remain operative and in full force and effect unless such obligations are expressly terminated in a writing by the Parties, regardless of any purported general termination of this Agreement.

Section 8.03 No Waiver; Modifications in Writing.

(a) Delay. No failure or delay on the part of any Party in exercising any right, power, or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or remedy preclude any other or further exercise thereof or the exercise of any right, power, or remedy. The remedies provided for herein are cumulative and are not exclusive of any remedies that may be available to a Party at Law or in equity or otherwise.

(b) Specific Waiver. Except as otherwise provided herein, no amendment, waiver, consent, modification, or termination of any provision of this Agreement or any other Basic Document shall be effective unless signed by each of Parties or each of the original signatories thereto affected by such amendment, waiver, consent, modification, or termination. Any amendment, supplement or modification of or to any provision of this Agreement or any other Basic Document, any waiver of any provision of this Agreement or any other Basic Document, and any consent to any departure by the Partnership from the terms of any provision of this Agreement or any other Basic Document shall be effective only in the specific instance and for the specific purpose for which made or given. Except where notice is specifically required by this Agreement, no notice to or demand on the Partnership in any case shall entitle the Partnership to any other or further notice or demand in similar or other circumstances.

Section 8.04 Binding Effect; Assignment.

(a) Binding Effect. This Agreement shall be binding upon the Partnership, each Purchaser, and their respective successors and permitted assigns. Except as expressly provided in this Agreement, this Agreement shall not be construed so as to confer any right or benefit upon any Person other than the Parties to this Agreement and as provided in Article VII, and their respective successors and permitted assigns.

(b) Assignment of Purchased Units. All or any portion of a Purchaser's Purchased Units purchased pursuant to this Agreement may be sold, assigned or pledged by such Purchaser, subject to compliance with applicable securities Laws, Section 4.04, Section 5.02 and the Registration Rights Agreement.

(c) Assignment of Rights. Each Purchaser under this Agreement may assign all or any portion of its rights hereunder without the consent of the Partnership to (i) any Affiliate of such Purchaser or (ii) in connection with a total return swap or similar transaction with respect to the Purchased Units purchased by such Purchaser; provided, in each case, the assignee shall be deemed to be a Purchaser hereunder with respect to such assigned rights and shall agree to be bound by the provisions of this Agreement. Except as expressly permitted by this Section 8.04(c), such rights may not otherwise be transferred except with the prior written consent of the Partnership (which consent shall not be unreasonably withheld).

Section 8.05 Aggregation of Purchased Units. All Purchased Units held or acquired by Persons who are Affiliates of one another shall be aggregated together for the purpose of determining the availability of any rights under this Agreement.

Section 8.06 Confidentiality and Non-Disclosure. Notwithstanding anything herein to the contrary, each Purchaser that has entered into a confidentiality agreement in favor of the Partnership shall continue to be bound by such confidentiality agreement in accordance with the terms thereof.

Section 8.07 Communications. All notices and demands provided for hereunder shall be in writing and shall be given by regular mail, registered or certified mail, return receipt requested, telecopy, air courier guaranteeing overnight delivery, electronic mail or personal delivery to the addresses listed in Schedule 8.07 of this Agreement or to such other address as the Partnership or such Purchaser may designate in writing. All notices and communications shall be deemed to have been duly given: at the time delivered by hand, if personally delivered; at the time of transmittal, if sent via electronic mail; upon actual receipt if sent by registered or certified mail, return receipt requested, or regular mail, if mailed; when receipt acknowledged, if sent via facsimile; and upon actual receipt when delivered by air courier guaranteeing overnight delivery.

Section 8.08 Removal of Legend. The Partnership shall remove the legend described in Section 4.08 from the certificates evidencing the Purchased Units at the request of a Purchaser submitting to the Partnership such certificates, together with an opinion of counsel of such Purchaser and other documentation, if required by the Partnership's transfer agent, to the effect

that such legend is no longer required under the Securities Act or applicable state securities Laws, as the case may be, unless the Partnership, with the advice of counsel, reasonably determines that such removal is inappropriate; *provided* that no opinion of counsel shall be required by the Partnership in the event a Purchaser is effecting a sale of such Purchased Units pursuant to and in accordance with Rule 144 under the Securities Act or an effective registration statement and (i) the transfer agent does not require an opinion of counsel or (ii) the Purchaser provides counsel to the Partnership with such certificates or other evidence reasonably requested in order for such counsel to render an opinion to the transfer agent.

Section 8.09 Entire Agreement. This Agreement, the other Basic Documents and any confidentiality agreement executed by a Purchaser in favor of the Partnership are intended by the Parties as a final expression of their agreement and intended to be a complete and exclusive statement of the agreement and understanding of the Parties hereto and thereto in respect of the subject matter contained herein and therein. There are no restrictions, promises, warranties or undertakings, other than those set forth or referred to herein and therein with respect to the rights granted by the Partnership or a Purchaser set forth herein and therein. This Agreement, the other Basic Documents and any confidentiality agreement executed by a Purchaser in favor of the Partnership supersede all prior agreements and understandings between the Parties with respect to such subject matter. The Schedules and Exhibits referred to herein and attached hereto are incorporated herein by this reference, and unless the context expressly requires otherwise, are incorporated in the definition of "Agreement."

Section 8.10 Governing Law. This Agreement will be construed in accordance with and governed by the Laws of the State of New York without regard to principles of conflicts of Laws that would apply the substantive law of some other jurisdiction.

Section 8.11 Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different Parties hereto in separate counterparts, each of which counterparts, when so executed and delivered, shall be deemed to be an original and all of which counterparts, taken together, shall constitute but one and the same Agreement.

Section 8.12 Expenses. The Partnership hereby covenants and agrees to reimburse Vinson & Elkins L.L.P., counsel to the Purchasers, for reasonable and documented legal fees incurred in connection with the negotiation, execution, delivery and performance of the Basic Documents and the transactions contemplated thereby, such reimburseable amount not to exceed $75,000. If any action at law or equity is necessary to enforce or interpret the terms of the Basic Documents, the prevailing party shall be entitled to reasonable attorney's fees, out-of-pocket costs and necessary disbursements in addition to any other relief to which such party may be entitled.

Section 8.13 Obligations Limited to Parties to Agreement. Each of the Parties hereto covenants, agrees and acknowledges that no Person other than the Purchasers (and their permitted assignees) shall have any obligation hereunder and that, notwithstanding that one or more of the Purchasers may be a corporation, partnership or limited liability company, no recourse under this Agreement or the other Basic Documents or under any documents or instruments delivered in connection herewith or therewith shall be had against any former, current or future director, officer, employee, agent, general or limited partner, manager, member,

stockholder or Affiliate of any of the Purchaser or any former, current or future director, officer, employee, agent, general or limited partner, manager, member, stockholder or Affiliate of any of the foregoing, whether by the enforcement of any assessment or by any legal or equitable proceeding, or by virtue of any applicable Law, it being expressly agreed and acknowledged that no personal liability whatsoever shall attach to, be imposed on or otherwise be incurred by any former, current or future director, officer, employee, agent, general or limited partner, manager, member, stockholder or Affiliate of any of the Purchasers or any former, current or future director, officer, employee, agent, general or limited partner, manager, member, stockholder or Affiliate of any of the foregoing, as such, for any obligations of the Purchasers under this Agreement or the other Basic Documents or any documents or instruments delivered in connection herewith or therewith or for any claim based on, in respect of or by reason of such obligation or its creation, except in each case for any assignee of a Purchaser hereunder.

Section 8.14 Waiver of Preemptive Right and Registration Rights by General Partner. The General Partner hereby waives (for itself and on behalf of its Affiliates) its preemptive rights provided under Section 5.9 of the Partnership Agreement with respect to the issuances of Partnership Securities pursuant to this Agreement. The General Partner also hereby waives (for itself and on behalf of its Affiliates) its registration rights provided under Section 7.12(c) of the Partnership Agreement with respect to the registration of the Purchased Units pursuant to the Registration Rights Agreement.

Section 8.15 Termination.

(a) Notwithstanding anything herein to the contrary, this Agreement may be terminated at any time at or prior to the Closing by the mutual written consent of the Purchasers entitled to purchase a majority of the Purchased Units and the Partnership.

(b) Notwithstanding anything herein to the contrary, this Agreement shall automatically terminate at any time at or prior to the Closing:

(i) if a statute, rule, order, decree or regulation shall have been enacted or promulgated, or if any action shall have been taken by any Governmental Authority of competent jurisdiction which permanently restrains, precludes, enjoins or otherwise prohibits the consummation of the transactions contemplated by this Agreement or makes the transactions contemplated by this Agreement illegal; or

(ii) if the Closing shall not have occurred on or before July 20, 2007.

(c) In the event of the termination of this Agreement as provided in Sections 8.15(a) or 8.15(b), this Agreement shall forthwith become null and void. In the event of such termination, there shall be no liability on the part of any party hereto, except as set forth in Article VII of this Agreement and except with respect to the requirement to comply with any confidentiality agreement in favor of the Partnership; *provided* that nothing herein shall relieve any party from any liability or obligation with respect to any willful breach of this Agreement.

Section 8.16 Exceptions. Notwithstanding Sections 4.04, 4.11, 4.12, 5.02, and 5.11 with respect to Goldman, Sachs & Co. and Morgan Stanley & Co., Inc., respectively, and their Affiliates, the restrictions or representations, as applicable, contained in Sections 4.04, 4.11, 4.12, 5.02 and 5.11 shall only apply to the Americas Special Situations Group of Goldman Sachs and Morgan Stanley Strategic Investments, Inc. of Morgan Stanley, respectively, each as currently configured, and shall not restrict or limit the activities of any area or division of Goldman, Sachs & Co. or Morgan Stanley & Co., respectively, or any of their Affiliates, other than the Americas Special Situations Group of Goldman Sachs and Morgan Stanley Strategic Investments, Inc. of Morgan Stanley, respectively, each as currently configured.

***[Signature Page to Follow.]***

IN WITNESS WHEREOF, the Parties hereto execute this Agreement, effective as of the date first above written.

**ENTERPRISE GP HOLDINGS L.P.**

By: EPE Holdings, LLC,
*its General Partner*

By: /s/ Richard H. Bachmann
Richard H. Bachmann
Executive Vice President, Chief Legal Officer
and Secretary

**EPE HOLDINGS, LLC**

By: /s/ Richard H. Bachmann
Richard H. Bachmann
Executive Vice President, Chief Legal Officer
and Secretary

**SWANK MLP CONVERGENCE FUND, LP**

By: /s/ Jerry V. Swank
Name: Jerry V. Swank
Title: Managing Partner

**THE CUSHING MLP OPPORTUNITY FUND I, LP**

By: /s/ Jerry V. Swank
Name: Jerry V. Swank
Title: Managing Partner

**THE CUSHING GP STRATEGIES FUND, LP**

By: /s/ Jerry V. Swank
Name: Jerry V. Swank
Title: Managing Partner

**TCF GEARING FUND, LP**

By: /s/ Jerry V. Swank
Name: Jerry V. Swank
Title: Managing Partner

**THE CUSHING MLP ENHANCED RETURN FUND, LP**

By: /s/ Jerry V. Swank
Name: Jerry V. Swank
Title: Managing Partner

**CONTINENTAL CASUALTY COMPANY**

By: /s/ Jerry V. Swank
Name: Jerry V. Swank
Title: Managing Partner

**STRUCTURED FINANCE AMERICAS, LLC**

By: /s/ Sunil Hariani
Name: Sunil Hariani
Title: Vice President

By: /s/ Andrea Leung
Name: Andrea Leung
Title: Vice President

**OMEGA CAPITAL PARTNERS, L.P.**
**OMEGA CAPITAL INVESTORS, L.P.**
**OMEGA SPV PARTNERS V, L.P.**
**OMEGA EQUITY INVESTORS, L.P.**
**BETA EQUITIES, INC.**
**GS&CO PROFIT SHARING MASTER TRUST**
**PRESIDENTIAL LIFE CORPORATION**
**THE MINISTERS AND MISSIONARIES BENEFIT BOARD OF AMERICAN BAPTIST CHURCHES**

By: Omega Advisors, Inc.,
as Investment Manager

By: /s/ Denis Wong
Name: Denis Wong
Title: Chief Operating Officer

**KAYNE ANDERSON MLP INVESTMENT COMPANY**

By: /s/ David Shladovsky
Name: David Shladovsky
Title: General Counsel

**KAYNE ANDERSON CAPITAL INCOME PARTNERS (QP), LP**

By: Kayne Anderson Capital Advisors, L.P.,
it general partner

By: /s/ David Shladovsky
Name: David Shladovsky
Title: General Counsel

**KAYNE ANDERSON MLP FUND, LP**

By: Kayne Anderson Capital Advisors, L.P.,
its general partner

By: /s/ David Shladovsky
Name: David Shladovsky
Title: General Counsel

**KAYNE ANDERSON MIDSTREAM OPPORTUNITIES FUND, LP**

By: Kayne Anderson Capital Advisors, L.P.,
its general partner

By: /s/ David Shladovsky
Name: David Shladovsky
Title: General Counsel

**KAYNE ANDERSON NON-TRADITIONAL INVESTMENTS, LP**

By: Kayne Anderson Capital Advisors, L.P.,
its general partner

By: /s/ David Shladovsky
Name: David Shladovsky
Title: General Counsel

**ARBCO II, LP**

By: Kayne Anderson Capital Advisors, L.P.,
its general partner

By: /s/ David Shladovsky
Name: David Shladovsky
Title: General Counsel

**LB I GROUP INC.**
On behalf of Global Principal Strategies

By: /s/ Ashvin Rao
Name: Ashvin Rao
Title: Vice President

**LB I GROUP INC.**
On behalf of Global Trading Strategies

By: /s/ Eric C. Salzman
Name: Eric C. Salzman
Title: Managing Director

**Equity Strategies/SSG**

By: LB I Group Inc.

By: /s/ Leon Zaltzman
Name: Leon Zaltzman
Title: Managing Director

**LEHMAN BROTHERS MLP OPPORTUNITY FUND L.P.**

By: /s/ Kyri Loupis
Name: Kyri Loupis
Title: Senior Vice President

**GOLDMAN, SACHS & CO**

By: /s/ Vivian Lau
Name: Vivian Lau
Title: Authorized Signatory

/s/ Howard L. Terry

Name: Howard L. Terry

**CITIGROUP FINANCIAL PRODUCTS INC.**

By: /s/ Bret Engelkemier
Name: Bret Engelkemier
Title: Managing Director

**CITIGROUP GLOBAL MARKETS, INC.**

By: /s/ Leonard Ellis
Name: Leonard Ellis
Title: Managing Director

**ZLP FUND, LP**

By: Zimmer Lucas Partners, LLC,
its General Partner

By: /s/ Craig M. Lucas
Name: Craig M. Lucas
Title: Managing Member

**CREDIT SUISSE MANAGEMENT LLC**

By: /s/ Gerard Mortagh
Name: Gerard Mortagh
Title: Managing Director

**HITE HEDGE LP**

By: HITE Hedge Asset Management LLC

By: /s/ James Jampel
Name: James Jampel
Title: President

**HITE MLP LP**

By: HITE Hedge Asset Management LLC

By: /s/ James Jampel
Name: James Jampel
Title: President

**STACY FAMILY TRUST**

By: /s/ Stacy Schusterman
Name: Stacy Schusterman
Title: Trustee

**AT MLP FUND LLC**

By: /s/ Paul McPheeters
Name: Paul McPheeters
Title: Managing Director

**THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY**

By: /s/ David A. Barras
Name: David A. Barras
Title: Its Authorized Representative

**GPS NEW EQUITY FUND LP**

By: GPS Partners LLC
Its General Partner

By: /s/ Brett Messing
Name: Brett Messing
Title: Managing Member

**GPS HIGH YIELD EQUITIES FUND LP**

By: GPS Partners LLC
Its General Partner

By: /s/ Brett Messing
Name: Brett Messing
Title: Managing Member

**GPS INCOME FUND LP**

By: GPS Partners LLC
Its General Partner

By: /s/ Brett Messing
Name: Brett Messing
Title: Managing Member

**MORGAN STANLEY STRATEGIC INVESTMENTS, INC.**

By: /s/ Alan Thomas
Name: Alan Thomas
Title: Vice President

**TORTOISE TOTAL RETURN FUND LLC**

By: /s/ David Schulte
Name: David Schulte
Title: Chief Executive Officer

**TORTOISE ENERGY CAPITAL CORPORATION**

By: /s/ David Schulte
Name: David Schulte
Title: Chief Executive Officer

**BSP PARTNERS, L.P.**

By: The Baupost Group, L.L.C., its managing general partner

By: /s/ Scott A. Nathan
Name: Scott A. Nathan
Title: Managing Director

**HB INSTITUTIONAL LIMITED PARTNERSHIP**

By: The Baupost Group, L.L.C., its managing general partner

By: /s/ Scott A. Nathan
Name: Scott A. Nathan
Title: Managing Director

**PB INSTITUTIONAL LIMITED PARTNERSHIP**

By: The Baupost Group, L.L.C., its managing general partner

By: /s/ Scott A. Nathan
Name: Scott A. Nathan
Title: Managing Director

**YB INSTITUTIONAL LIMITED PARTNERSHIP**

By: The Baupost Group, L.L.C., its managing general partner

By: /s/ Scott A. Nathan
Name: Scott A. Nathan
Title: Managing Director

**CAPITAL VENTURES INTERNATIONAL**

By: Heights Capital Management

By: /s/ Martin Kobinger
Name: Martin Kobinger
Title: Investment Manager

**Exhibit 10.2**

**REGISTRATION RIGHTS AGREEMENT**

**BY AND AMONG**

**ENTERPRISE GP HOLDINGS L.P.**

**AND**

**THE PURCHASERS NAMED ON EXHIBIT A HERETO**

**TABLE OF CONTENTS**

**REGISTRATION RIGHTS AGREEMENT**

This REGISTRATION RIGHTS AGREEMENT (this "Agreement") is made and entered into as of July 17, 2007, by and among Enterprise GP Holdings L.P., a Delaware limited partnership (the "Partnership"), and each of the Purchasers set forth on Exhibit A to this Agreement (each, a "Purchaser" and collectively, the "Purchasers").

WHEREAS, this Agreement is made in connection with the Closing of the issuance and sale of the Purchased Units pursuant to the Unit Purchase Agreement, dated as of July 13, 2007, by and among the Partnership and the Purchasers (the "Purchase Agreement"); and

WHEREAS, the Partnership has agreed to provide the registration and other rights set forth in this Agreement for the benefit of the Purchasers pursuant to the Purchase Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party hereto, the parties hereby agree as follows:

**ARTICLE I**
**DEFINITIONS**

Section 1.01 Definitions. Capitalized terms used herein without definition shall have the meanings given to them in the Purchase Agreement. The terms set forth below are used herein as so defined:

"Agreement" has the meaning specified therefor in the introductory paragraph of this Agreement.

"Effectiveness Period" has the meaning specified therefor in Section 2.01(a) of this Agreement.

"General Partner" means EPE Holdings, LLC a Delaware limited liability company and the general partner of the Partnership.

"Holder" means the record holder of any Registrable Securities.

"Included Registrable Securities" has the meaning specified therefor in Section 2.02(a) of this Agreement.

"Liquidated Damages" has the meaning specified therefor in Section 2.01(b) of this Agreement.

"Liquidated Damages Multiplier" means the product of $37.25 times the number of Purchased Units purchased by such Purchaser.

"Losses" has the meaning specified therefor in Section 2.08(a) of this Agreement.

"Managing Underwriter" means, with respect to any Underwritten Offering, the book-running lead manager of such Underwritten Offering.

"NYSE" means The New York Stock Exchange, Inc.

"Opt Out Notice" has the meaning specified therefor in Section 2.02(a) of this Agreement.

"Parity Securities" has the meaning specified therefore in Section 2.02(b) of this Agreement.

"Partnership" has the meaning specified therefor in the introductory paragraph of this Agreement.

"Purchase Agreement" has the meaning specified therefor in the recitals of this Agreement.

"Purchaser" and "Purchasers" have the meanings specified therefor in the introductory paragraph of this Agreement.

"Purchaser Underwriter Registration Statement" has the meaning specified therefor in Section 2.04(p) of this Agreement.

"Registrable Securities" means: (i) the Purchased Units and (ii) any Units issued as Liquidated Damages pursuant to Section 2.01 of this Agreement, if any, all of which Registrable Securities are subject to the rights provided herein until such rights terminate pursuant to the provisions hereof.

"Registration Expenses" has the meaning specified therefor in Section 2.07(b) of this Agreement.

"Selling Expenses" has the meaning specified therefor in Section 2.07(b) of this Agreement.

"Selling Holder" means a Holder who is selling Registrable Securities pursuant to a registration statement.

"Selling Holder Indemnified Persons" has the meaning specified therefore in Section 2.08(a) of this Agreement.

"Shelf Registration Statement" means a registration statement under the Securities Act to permit the public resale of the Registrable Securities from time to time, including as permitted by Rule 415 under the Securities Act (or any similar provision then in force under the Securities Act).

"Target Effective Date" has the meaning specified therefore in Section 2.01(a) of this Agreement.

"Underwritten Offering" means an offering (including an offering pursuant to a Shelf Registration Statement) in which Units are sold to an underwriter on a firm commitment basis for reoffering to the public or an offering that is a "bought deal" with one or more investment banks.

Section 1.02 Registrable Securities. Any Registrable Security will cease to be a Registrable Security (a) when a registration statement covering such Registrable Security becomes or has been declared effective by the Commission and such Registrable Security has been sold or disposed of pursuant to such effective registration statement; (b) when such Registrable Security has been disposed of pursuant to any section of Rule 144 (or any similar provision then in force) under the Securities Act; (c) when such Registrable Security can be disposed of pursuant to Rule 144(k) (or any similar provision then in force) under the Securities Act; (d) when such Registrable Security is held by the Partnership or one of its subsidiaries; or (e) when such Registrable Security has been sold in a private transaction in which the transferor's rights under this Agreement are not assigned to the transferee of such securities pursuant to Section 2.10 hereof.

Section 1.03 Rights and Obligations. Except for the rights and obligations under Section 2.08 herein, all rights and obligations of each Purchaser under this Agreement, and all rights and obligations of the Partnership under this Agreement with respect to such Purchaser, shall terminate when such Purchaser is no longer a Holder.

## ARTICLE II
## REGISTRATION RIGHTS

Section 2.01 Shelf Registration.

(a) Deadline To Become Effective. As soon as practicable following the Closing Date, but in any event within 90 days after the Closing, the Partnership shall prepare and file a Shelf Registration Statement under the Securities Act with respect to all of the Registrable Securities. The Shelf Registration Statement filed pursuant to this Section 2.01(a) shall be on such appropriate registration form of the Commission as shall be selected by the Partnership. The Partnership shall use its commercially reasonable efforts to cause the Shelf Registration Statement to become effective no later than 150 days after the Closing Date (the "Target Effective Date"). The Partnership will use its commercially reasonable efforts to cause the Shelf Registration Statement filed pursuant to this Section 2.01 to be continuously effective under the Securities Act until the earlier of (i) the date as of which all such Registrable Securities are sold by the Purchasers and any transferee or assignee who was transferred or assigned rights under this Agreement in accordance with Section 2.10 and (ii) the date as of which all Registrable Securities cease to be Registrable Securities pursuant to Section 1.02 of this Agreement (the "Effectiveness Period"). The Shelf Registration Statement when declared effective (including the documents incorporated therein by reference) will comply as to form in all material respects with all applicable requirements of the Securities Act and the Exchange Act and will not 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, in the case of any prospectus contained in such Shelf Registration Statement, in the light of the circumstances under which a statement is made). As soon as practicable following the date that the Shelf Registration

Statement becomes effective, but in any event within five (5) Business Days of such date, the Partnership shall provide the Purchasers with written notice of the effectiveness of the Shelf Registration Statement.

(b) Failure To Become Effective. If the Shelf Registration Statement required by Section 2.01 does not become or is not declared effective on or before the Target Effective Date, then each Purchaser shall be entitled to a payment (with respect to the Registrable Securities of each such Purchaser), as liquidated damages and not as a penalty, of 0.25% of the Liquidated Damages Multiplier per each non-overlapping 30-day period for the first sixty (60) days following the Target Effective Date, increasing by an additional 0.25% of the Liquidated Damages Multiplier per each non-overlapping 30-day period for each subsequent sixty (60) day period subsequent to the 60 days following the Target Effective Date, up to a maximum of 1.00% of the Liquidated Damages Multiplier per each non-overlapping 30-day period (the "Liquidated Damages") (i.e., 0.25% for 1-60 days; 0.5% for 61-120 days; 0.75% for 121-180 days; and 1.0% thereafter); *provided*, that the Liquidated Damages for any period of less than 30 days shall be prorated by multiplying the Liquidated Damages to be paid in a full 30-day period by a fraction, the numerator of which is the number of days for which such liquidated damages are owed, and the denominator of which is 30; and *provided further*, that the aggregate amount of Liquidated Damages payable by the Partnership under this Agreement to each Purchaser shall not exceed 10.0% of the Liquidated Damages Multiplier with respect to such Purchaser. The Liquidated Damages payable pursuant to the immediately preceding sentence shall be payable within ten (10) Business Days after the end of each such non-overlapping 30-day period. Any Liquidated Damages shall be paid to each Purchaser in cash or immediately available funds; *provided, however*, if the Partnership certifies that it is unable to pay Liquidated Damages in cash or immediately available funds because such payment would result in a breach under a credit facility or other debt instrument filed as exhibits to the EPE SEC Documents, then the Partnership may pay the Liquidated Damages in kind in the form of the issuance of additional Units. Upon any issuance of Units as Liquidated Damages, the Partnership shall promptly (i) prepare and file an amendment to the Shelf Registration Statement prior to its effectiveness adding such Units to such Shelf Registration Statement as additional Registrable Securities and (ii) prepare and file a supplemental listing application with the NYSE to list such additional Units. The determination of the number of Units to be issued as Liquidated Damages shall be equal to the amount of Liquidated Damages divided by the volume weighted average closing price of the Partnership's Units on the NYSE for the ten (10) trading days immediately preceding the date on which the Liquidated Damages payment is due, less a discount of 3%. The payment of Liquidated Damages to a Purchaser shall cease at the earlier of (i) such time as the Shelf Registration Statement becomes or is declared effective and (ii) two years from the Closing Date.

(c) Waiver of Liquidated Damages. If the Partnership is unable to cause a Shelf Registration Statement to become effective by the Target Effective Date as a result of an acquisition, merger, reorganization, disposition or other similar transaction, then the Partnership may request a waiver of the Liquidated Damages, which may be granted by the consent of the Holders of a majority of the outstanding Registrable Securities, in their sole discretion, and which such waiver shall apply to all the Holders of Registrable Securities.

(d) Delay Rights. Notwithstanding anything to the contrary contained herein, the Partnership may, upon written notice to any Selling Holder whose Registrable Securities are

included in the Shelf Registration Statement, suspend such Selling Holder's use of any prospectus which is a part of the Shelf Registration Statement (in which event the Selling Holder shall discontinue sales of the Registrable Securities pursuant to the Shelf Registration Statement but may settle any previously made sales of Registrable Securities) if (i) the Partnership is pursuing an acquisition, merger, reorganization, disposition or other similar transaction and the Partnership determines in good faith that the Partnership's ability to pursue or consummate such a transaction would be materially adversely affected by any required disclosure of such transaction in the Shelf Registration Statement or (ii) the Partnership has experienced some other material non-public event the disclosure of which at such time, in the good faith judgment of the Partnership, would materially adversely affect the Partnership; *provided*, *however*, in no event shall the Selling Holders be suspended from selling Registrable Securities pursuant to the Shelf Registration Statement for a period that exceeds an aggregate of 60 days in any 180-day period or 105 days in any 365-day period, in each case, exclusive of days covered by any lock-up agreement executed by a Purchaser in connection with any Underwritten Offering. Upon disclosure of such information or the termination of the condition described above, the Partnership shall provide prompt notice to the Selling Holders whose Registrable Securities are included in the Shelf Registration Statement, and shall promptly terminate any suspension of sales it has put into effect and shall take such other reasonable actions to permit registered sales of Registrable Securities as contemplated in this Agreement.

(e) Additional Rights to Liquidated Damages. If (i) the Holders shall be prohibited from selling their Registrable Securities under the Shelf Registration Statement as a result of a suspension pursuant to Section 2.01(d) of this Agreement in excess of the periods permitted therein or (ii) the Shelf Registration Statement is filed and declared effective but, during the Effectiveness Period, shall thereafter cease to be effective or fail to be usable for its intended purpose without being succeeded within 60 Business Days by a post-effective amendment to the Shelf Registration Statement, a supplement to the prospectus or a report filed with the Commission pursuant to Section 13(a), 13(c), 14 or l5(d) of the Exchange Act, then, until the suspension is lifted or a post-effective amendment, supplement or report is filed with the Commission, but not including any day on which a suspension is lifted or such amendment, supplement or report is filed and declared effective, if applicable, the Partnership shall pay the Holders an amount equal to the Liquidated Damages, following (x) the date on which the suspension period exceeded the permitted period or (y) the sixty-first (61st) Business Day after the Shelf Registration Statement ceased to be effective or failed to be useable for its intended purposes, as liquidated damages and not as a penalty. For purposes of this Section 2.01(e), a suspension shall be deemed lifted on the date that notice that the suspension has been lifted is delivered to the Holders pursuant to Section 3.01 of this Agreement.

(f) Termination of Rights. Other than as set forth otherwise in this Agreement, a Holder's rights (and any transferee's rights pursuant to Section 2.10) under this Section 2.01, including rights to Liquidated Damages, shall terminate upon the termination of the Effectiveness Period.

Section 2.02 Piggyback Rights.

(a) Participation. If at any time the Partnership proposes to file (i) a shelf registration statement other than the Shelf Registration Statement contemplated by Section 2.01, (ii) a

prospectus supplement to an effective shelf registration statement, other than the Shelf Registration Statement contemplated by Section 2.01 of this Agreement and Holders may be included without the filing of a post-effective amendment thereto, or (iii) a registration statement, other than a shelf registration statement, in either case, for the sale of Units in an Underwritten Offering for its own account and/or another Person, then as soon as practicable following the engagement of counsel by the Partnership to prepare the documents to be used in connection with an Underwritten Offering, the Partnership shall give notice (including, but not limited to, notification by electronic mail) of such proposed Underwritten Offering to each Holders holding $30.0 million or more of Purchased Units based on the purchase price per unit under the Purchase Agreement and such notice shall offer such Holders the opportunity to include in such Underwritten Offering such number of Registrable Securities (the "Included Registrable Securities") as each such Holder may request in writing; *provided, however*, that if the Partnership has been advised by the Managing Underwriter that the inclusion of Registrable Securities for sale for the benefit of the Holders will have an adverse effect on the price, timing or distribution of the Units in the Underwritten Offering, then (a) the Partnership shall not be required to offer such opportunity to the Holders or (b) if any Registrable Securities can be included in the Underwritten Offering in the opinion of the Managing Underwriter, then the amount of Registrable Securities to be offered for the accounts of Holders shall be determined based on the provisions of Section 2.02(b); and *provided, further*, that the Partnership shall not be obligated to include any Registrable Securities in any Underwritten Offering unless the Holders request inclusion of at least $5.0 million of Registrable Securities in the aggregate in such Underwritten Offering. Any notice required to be provided in this Section 2.02(a) to Holders shall be provided on a Business Day pursuant to Section 3.01 hereof and receipt of such notice shall be confirmed by the Holder. Each such Holder shall then have two (2) Business Days (or one (1) Business Day in connection with any overnight or bought Underwritten Offering) after notice has been delivered to request in writing the inclusion of Registrable Securities in the Underwritten Offering. If no written request for inclusion from a Holder is received within the specified time, each such Holder shall have no further right to participate in such Underwritten Offering. If, at any time after giving written notice of its intention to undertake an Underwritten Offering and prior to the closing of such Underwritten Offering, the Partnership shall determine for any reason not to undertake or to delay such Underwritten Offering, the Partnership may, at its election, give written notice of such determination to the Selling Holders and, (x) in the case of a determination not to undertake such Underwritten Offering, shall be relieved of its obligation to sell any Included Registrable Securities in connection with such terminated Underwritten Offering, and (y) in the case of a determination to delay such Underwritten Offering, shall be permitted to delay offering any Included Registrable Securities for the same period as the delay in the Underwritten Offering. Any Selling Holder shall have the right to withdraw such Selling Holder's request for inclusion of such Selling Holder's Registrable Securities in such Underwritten Offering by giving written notice to the Partnership of such withdrawal up to and including the time of pricing of such Underwritten Offering. Notwithstanding the foregoing, any Holder holding $30.0 million or more of Purchased Units, based on the purchase price per unit under the Purchase Agreement, may deliver written notice (an "Opt Out Notice") to the Partnership requesting that such Holder not receive notice from the Partnership of any proposed Underwritten Offering; *provided*, that, such Holder may later revoke any such Opt Out Notice. Following receipt of an Opt Out Notice from a Holder (unless subsequently revoked), the Partnership shall not be required to deliver any

notice to such Holder pursuant to this Section 2.02(a) and such Holder shall no longer be entitled to participate in Underwritten Offerings by the Partnership pursuant to this Section 2.02(a).

(b) Priority. If the Managing Underwriter or Underwriters of any proposed Underwritten Offering of Units included in an Underwritten Offering involving Included Registrable Securities advises the Partnership that the total amount of Registrable Securities that the Selling Holders and any other Persons intend to include in such offering exceeds the number that can be sold in such offering without being likely to have an adverse effect on the price, timing or distribution of the Units offered or the market for the Units, then the Units to be included in such Underwritten Offering shall include the number of Registrable Securities that such Managing Underwriter or Underwriters advises the Partnership can be sold without having such adverse effect, with such number to be allocated (i) first, to the Partnership and the General Partner and its Affiliates (as defined in the Partnership Agreement) and (ii) second, pro rata among the Selling Holders who have requested participation in such Underwritten Offering and any other holder of securities of the Partnership having rights of registration on parity with the Registrable Securities (the "Parity Securities"). The pro rata allocations for each Selling Holder who have requested participation in such Underwritten Offering shall be the product of (a) the aggregate number of Registrable Securities proposed to be sold by all Selling Holders in such Underwritten Offering multiplied by (b) the fraction derived by dividing (x) the number of Registrable Securities owned on the Closing Date by such Selling Holder by (y) the aggregate number of Registrable Securities owned on the Closing Date by all Selling Holders and holders of Parity Securities participating in the Underwritten Offering.

(c) Termination of Piggyback Registration Rights. Each Holder's rights under Section 2.02 shall terminate upon the first to occur of (i) such Holder holds less than $30.0 million of Purchased Units, based on the purchase price per unit under the Purchase Agreement and (ii) two years from the Closing Date.

Section 2.03 Underwritten Offerings.

(a) General Procedures. In connection with any Underwritten Offering under this Agreement, the Partnership shall be entitled to select the Managing Underwriter or Underwriters. In connection with an Underwritten Offering contemplated by this Agreement in which a Selling Holder participates, each Selling Holder and the Partnership shall be obligated to enter into an underwriting agreement that contains such representations, covenants, indemnities and other rights and obligations as are customary in underwriting agreements for firm commitment offerings of securities. No Selling Holder may participate in such Underwritten Offering unless such Selling Holder agrees to sell its Registrable Securities on the basis provided in such underwriting agreement and completes and executes all questionnaires, powers of attorney, indemnities and other documents reasonably required under the terms of such underwriting agreement. Each Selling Holder may, at its option, require that any or all of the representations and warranties by, and the other agreements on the part of, the Partnership to and for the benefit of such underwriters also be made to and for such Selling Holder's benefit and that any or all of the conditions precedent to the obligations of such underwriters under such underwriting agreement also be conditions precedent to its obligations. No Selling Holder shall be required to make any representations or warranties to or agreements with the Partnership or the underwriters other than representations, warranties or agreements regarding such Selling Holder, its authority

to enter into such underwriting agreement and to sell, and its ownership of, the securities being registered on its behalf, its intended method of distribution and any other representation required by Law. If any Selling Holder disapproves of the terms of an underwriting, such Selling Holder may elect to withdraw therefrom by notice to the Partnership and the Managing Underwriter; *provided, however*, that such withdrawal must be made up to and including the time of pricing of such Underwritten Offering. No such withdrawal or abandonment shall affect the Partnership's obligation to pay Registration Expenses. If Holders holding at least $30.0 million of Purchased Units based on the purchase price per unit under the Purchase Agreement request, the Partnership's management shall be required to participate in a roadshow or similar marketing effort in connection with any Underwritten Offering.

(b) No Demand Rights. Notwithstanding any other provision of this Agreement, no Holder of Registrable Securities shall be entitled to any "demand" rights or similar rights that would require the Partnership to effect an Underwritten Offering solely on behalf of such Holder.

Section 2.04 Sale Procedures. In connection with its obligations under this Article II, the Partnership will, as expeditiously as possible:

(a) prepare and file with the Commission such amendments and supplements to the Shelf Registration Statement and the prospectus used in connection therewith as may be necessary to keep the Shelf Registration Statement effective for the Effectiveness Period and as may be necessary to comply with the provisions of the Securities Act with respect to the disposition of all securities covered by the Shelf Registration Statement;

(b) if a prospectus supplement will be used in connection with the marketing of an Underwritten Offering from the Shelf Registration Statement and the Managing Underwriter at any time shall notify the Partnership in writing that, in the sole judgment of such Managing Underwriter, inclusion of detailed information to be used in such prospectus supplement is of material importance to the success of the Underwritten Offering of such Registrable Securities, the Partnership shall use its commercially reasonable efforts to include such information in such prospectus supplement;

(c) furnish to each Selling Holder (i) as far in advance as reasonably practicable before filing the Shelf Registration Statement or any other registration statement contemplated by this Agreement or any supplement or amendment thereto, upon request, copies of reasonably complete drafts of all such documents proposed to be filed (including exhibits and each document incorporated by reference therein to the extent then required by the rules and regulations of the Commission), and provide each such Selling Holder the opportunity to object to any information pertaining to such Selling Holder and its plan of distribution that is contained therein and make the corrections reasonably requested by such Selling Holder with respect to such information prior to filing the Shelf Registration Statement or such other registration statement or supplement or amendment thereto, and (ii) such number of copies of the Shelf Registration Statement or such other registration statement and the prospectus included therein and any supplements and amendments thereto as such Persons may reasonably request in order to facilitate the public sale or other disposition of the Registrable Securities covered by such Shelf Registration Statement or other registration statement;

(d) if applicable, use its commercially reasonable efforts to register or qualify the Registrable Securities covered by the Shelf Registration Statement or any other registration statement contemplated by this Agreement under the securities or blue sky laws of such jurisdictions as the Selling Holders or, in the case of an Underwritten Offering, the Managing Underwriter, shall reasonably request; *provided*, *however*, that the Partnership will not be required to qualify generally to transact business in any jurisdiction where it is not then required to so qualify or to take any action which would subject it to general service of process in any such jurisdiction where it is not then so subject;

(e) promptly notify each Selling Holder, at any time when a prospectus relating thereto is required to be delivered by any of them under the Securities Act, of (i) the filing of the Shelf Registration Statement or any other registration statement contemplated by this Agreement or any prospectus or prospectus supplement to be used in connection therewith, or any amendment or supplement thereto, and, with respect to such Shelf Registration Statement or any other registration statement or any post-effective amendment thereto, when the same has become effective; and (ii) the receipt of any written comments from the Commission with respect to any filing referred to in clause (i) and any written request by the Commission for amendments or supplements to the Shelf Registration Statement or any other registration statement or any prospectus or prospectus supplement thereto;

(f) immediately notify each Selling Holder, at any time when a prospectus relating thereto is required to be delivered under the Securities Act, of (i) the happening of any event as a result of which the prospectus or prospectus supplement contained in the Shelf Registration Statement or any other registration statement contemplated by this Agreement, as then in effect, includes an untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements therein not misleading (in the case of any prospectus contained therein, in the light of the circumstances under which a statement is made); (ii) the issuance or express threat of issuance by the Commission of any stop order suspending the effectiveness of the Shelf Registration Statement or any other registration statement contemplated by this Agreement, or the initiation of any proceedings for that purpose; or (iii) the receipt by the Partnership of any notification with respect to the suspension of the qualification of any Registrable Securities for sale under the applicable securities or blue sky laws of any jurisdiction. Following the provision of such notice, the Partnership agrees to as promptly as practicable amend or supplement the prospectus or prospectus supplement or take other appropriate action so that the prospectus or prospectus supplement does not include 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 in the light of the circumstances then existing and to take such other commercially reasonable action as is necessary to remove a stop order, suspension, threat thereof or proceedings related thereto;

(g) upon request and subject to appropriate confidentiality obligations, furnish to each Selling Holder copies of any and all transmittal letters or other correspondence with the Commission or any other governmental agency or self-regulatory body or other body having jurisdiction (including any domestic or foreign securities exchange) relating to such offering of Registrable Securities;

(h) in the case of an Underwritten Offering, furnish upon request, (i) an opinion of counsel for the Partnership, dated the effective date of the applicable registration statement or the date of any amendment or supplement thereto, and a letter of like kind dated the date of the closing under the underwriting agreement, and (ii) a "cold comfort" letter, dated the pricing date of such Underwritten Offering and a letter of like kind dated the date of the closing under the underwriting agreement, in each case, signed by the independent public accountants who have certified the Partnership's financial statements included or incorporated by reference into the applicable registration statement, and each of the opinion and the "cold comfort" letter shall be in customary form and covering substantially the same matters with respect to such registration statement (and the prospectus and any prospectus supplement included therein) as have been customarily covered in opinions of issuer's counsel and in accountants' letters delivered to the underwriters in Underwritten Offerings of securities by the Partnership and such other matters as such underwriters and Selling Holders may reasonably request;

(i) otherwise use its commercially reasonable efforts to comply with all applicable rules and regulations of the Commission, and make available to its security holders, as soon as reasonably practicable, an earnings statement, which earnings statement shall satisfy the provisions of Section 11(a) of the Securities Act and Rule 158 promulgated thereunder;

(j) make available to the appropriate representatives of the Managing Underwriter and Selling Holders access to such information and Partnership personnel as is reasonable and customary to enable such parties to establish a due diligence defense under the Securities Act; *provided*, that the Partnership need not disclose any non-public information to any such representative unless and until such representative has entered into a confidentiality agreement with the Partnership;

(k) cause all such Registrable Securities registered pursuant to this Agreement to be listed on each securities exchange or nationally recognized quotation system on which similar securities issued by the Partnership are then listed;

(l) use its commercially reasonable efforts to cause the Registrable Securities to be registered with or approved by such other governmental agencies or authorities as may be necessary by virtue of the business and operations of the Partnership to enable the Selling Holders to consummate the disposition of such Registrable Securities;

(m) provide a transfer agent and registrar for all Registrable Securities covered by such registration statement not later than the effective date of such registration statement;

(n) enter into customary agreements and take such other actions as are reasonably requested by the Selling Holders or the underwriters, if any, in order to expedite or facilitate the disposition of such Registrable Securities;

(o) if requested by a Purchaser, (i) incorporate in a prospectus supplement or post-effective amendment such information as such Purchaser reasonably requests to be included therein relating to the sale and distribution of Registrable Securities, including information with respect to the number of Registrable Securities being offered or sold, the purchase price being paid therefor and any other terms of the offering of the Registrable Securities to be sold in such

offering; and (ii) make all required filings of such prospectus supplement or post-effective amendment after being notified of the matters to be incorporated in such prospectus supplement or post-effective amendment; and

(p) The Partnership agrees that, if any Purchaser could reasonably be deemed to be an "underwriter," as defined in Section 2(a)(11) of the Securities Act, in connection with the registration statement in respect of any registration of the Registrable Securities of any Purchaser pursuant to this Agreement, and any amendment or supplement thereof (any such registration statement or amendment or supplement a "Purchaser Underwriter Registration Statement"), then the Partnership will cooperate with such Purchaser in allowing such Purchaser to conduct customary "underwriter's due diligence" with respect to the Partnership and satisfy its obligations in respect thereof. In addition, at any Purchaser's request, the Partnership will furnish to such Purchaser, on the date of the effectiveness of any Purchaser Underwriter Registration Statement and thereafter from time to time on such dates as such Purchaser may reasonably request, (i) a "cold comfort" letter, dated such date, from the Partnership's independent certified public accountants in form and substance as is customarily given by independent certified public accountants to underwriters in an underwritten public offering, addressed to such Purchaser, and (ii) an opinion, dated as of such date, of counsel representing the Partnership for purposes of such Purchaser Underwriter Registration Statement, in form, scope and substance as is customarily given in an underwritten public offering, including a standard "10b-5" opinion for such offering, addressed to such Purchaser; provided, however, that with respect to any Placement Agent, the Partnership's obligations with respect to this Section 2.04(p) shall be limited to one time, with an additional bring-down request within 30 days of the date of such documents. The Partnership will also permit legal counsel to such Purchaser to review and comment upon any such Purchaser Underwriter Registration Statement at least two (2) Business Days prior to its filing with the Commission and all amendments and supplements to any such Purchaser Underwriter Registration Statement within a reasonable number of days prior to their filing with the Commission and not file any Purchaser Underwriter Registration Statement or amendment or supplement thereto in a form to which such Purchaser's legal counsel reasonably objects in writing.

Each Selling Holder, upon receipt of notice from the Partnership of the happening of any event of the kind described in subsection (f) of this Section 2.04, shall forthwith discontinue offers and sales of the Registrable Securities until such Selling Holder's receipt of the copies of the supplemented or amended prospectus contemplated by subsection (f) of this Section 2.04 or until it is advised in writing by the Partnership that the use of the prospectus may be resumed and has received copies of any additional or supplemental filings incorporated by reference in the prospectus, and, if so directed by the Partnership, such Selling Holder will, or will request the managing underwriter or underwriters, if any, to deliver to the Partnership (at the Partnership's expense) all copies in their possession or control, other than permanent file copies then in such Selling Holder's possession, of the prospectus covering such Registrable Securities current at the time of receipt of such notice.

Section 2.05 Cooperation by Holders. The Partnership shall have no obligation to include Registerable Securities of a Holder in the Shelf Registration Statement or in an Underwritten Offering pursuant to Section 2.02(a) who has failed to timely furnish such information that the Partnership determines, after consultation with its counsel, is reasonably

required in order for the registration statement or prospectus supplement, as applicable, to comply with the Securities Act, including the execution of the initial Selling Unitholder Notice and Questionnaire attached at Exhibit B to this Agreement by the date specified thereon.

Section 2.06 Restrictions on Public Sale by Holders of Registrable Securities. For a period of 365 days from the Closing Date, each Holder of Registrable Securities agrees not to effect any public sale or distribution of any Registrable Securities during the 30-day period beginning the day after the pricing date of an Underwritten Offering of equity securities by the Partnership or its Affiliates (except as provided in this Section 2.06); *provided, however*, that the duration of the foregoing restrictions shall be no longer than the duration of the shortest restriction generally imposed by the underwriters on the officers or directors or any other unitholder of the Partnership on whom a restriction is imposed. In addition, the lock-up provisions in this Section 2.06 shall not apply with respect to a Holder that (A) owns less than $30.0 million of Purchased Units, based on the purchase price per unit under the Purchase Agreement, or (B) has delivered an Opt Out Notice to the Partnership pursuant to Section 2.02(a); *provided, further*, the above shall not apply, in the case of a Purchaser that is a large multi-unit investment or commercial banking organization, to activities in the normal course of trading units of such Purchaser other than the Participating Unit (as defined in the Purchase Agreement), so long as such other units are not acting on behalf of the Participating Unit and have not been provided with confidential information regarding the Partnership by the Participating Unit.

Section 2.07 Expenses.

(a) Expenses. The Partnership will pay all reasonable Registration Expenses as determined in good faith, including, in the case of an Underwritten Offering, whether or not any sale is made pursuant to such Underwritten Offering. Each Selling Holder shall pay its pro rata share of all Selling Expenses in connection with any sale of its Registrable Securities hereunder. In addition, except as otherwise provided in Section 2.08 hereof, the Partnership shall not be responsible for legal fees incurred by Holders in connection with the exercise of such Holders' rights hereunder.

(b) Certain Definitions. "Registration Expenses" means all expenses incident to the Partnership's performance under or compliance with this Agreement to effect the registration of Registrable Securities on the Shelf Registration Statement pursuant to Section 2.01 or an Underwritten Offering covered under this Agreement, and the disposition of such securities, including, without limitation, all registration, filing, securities exchange listing and NYSE fees, all registration, filing, qualification and other fees and expenses of complying with securities or blue sky laws, fees of the National Association of Securities Dealers, Inc., fees of transfer agents and registrars, all word processing, duplicating and printing expenses, any transfer taxes and the fees and disbursements of counsel and independent public accountants for the Partnership, including the expenses of any special audits or "cold comfort" letters required by or incident to such performance and compliance. "Selling Expenses" means all underwriting fees, discounts and selling commissions or similar fees or arrangements allocable to the sale of the Registrable Securities.

Section 2.08 Indemnification.

(a) By the Partnership. In the event of a registration of any Registrable Securities under the Securities Act pursuant to this Agreement, the Partnership will indemnify and hold harmless each Selling Holder thereunder, its directors, officers, employees and agents and each underwriter, pursuant to the applicable underwriting agreement with such underwriter, of Registrable Securities thereunder and each Person, if any, who controls such Selling Holder or underwriter within the meaning of the Securities Act and the Exchange Act, and its directors, officers, employees or agents (collectively, the "Selling Holder Indemnified Persons"), against any losses, claims, damages, expenses or liabilities (including reasonable attorneys' fees and expenses) (collectively, "Losses"), joint or several, to which such Selling Holder Indemnified Person may become subject under the Securities Act, the Exchange Act or otherwise, insofar as such Losses (or actions or proceedings, whether commenced or threatened, in respect thereof) arise out of or are based upon any untrue statement or alleged untrue statement of any material fact (in the case of any prospectus, in light of the circumstances under which such statement is made) contained in the Shelf Registration Statement or any other registration statement contemplated by this Agreement, any preliminary prospectus, prospectus supplement, free writing prospectus or final prospectus contained therein, or any amendment or supplement thereof, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein (in the case of a prospectus, in light of the circumstances under which they were made) not misleading, and will reimburse each such Selling Holder Indemnified Person for any legal or other expenses reasonably incurred by them in connection with investigating or defending any such Loss or actions or proceedings; *provided, however*, that the Partnership will not be liable in any such case if and to the extent that any such Loss arises out of or is based upon an untrue statement or alleged untrue statement or omission or alleged omission so made in conformity with information furnished by such Selling Holder Indemnified Person in writing specifically for use in the Shelf Registration Statement or such other registration statement, or prospectus supplement, as applicable. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of such Selling Holder Indemnified Person, and shall survive the transfer of such securities by such Selling Holder.

(b) By Each Selling Holder. Each Selling Holder agrees severally and not jointly to indemnify and hold harmless the Partnership, its directors, officers, employees and agents and each Person, if any, who controls the Partnership within the meaning of the Securities Act or of the Exchange Act, and its directors, officers, employees and agents, to the same extent as the foregoing indemnity from the Partnership to the Selling Holders, but only with respect to information regarding such Selling Holder furnished in writing by or on behalf of such Selling Holder expressly for inclusion in the Shelf Registration Statement or any other registration statement contemplated by this Agreement, any preliminary prospectus, prospectus supplement, free writing prospectus or final prospectus contained therein, or any amendment or supplement thereof; *provided, however*, that the liability of each Selling Holder shall not be greater in amount than the dollar amount of the proceeds (net of any Selling Expenses) received by such Selling Holder from the sale of the Registrable Securities giving rise to such indemnification.

(c) Notice. Promptly after receipt by an indemnified party hereunder of notice of the commencement of any action, such indemnified party shall, if a claim in respect thereof is to be

made against the indemnifying party hereunder, notify the indemnifying party in writing thereof, but the omission so to notify the indemnifying party shall not relieve it from any liability which it may have to any indemnified party other than under this Section 2.08. In any action brought against any indemnified party, it shall notify the indemnifying party of the commencement thereof. The indemnifying party shall be entitled to participate in and, to the extent it shall wish, to assume and undertake the defense thereof with counsel reasonably satisfactory to such indemnified party and, after notice from the indemnifying party to such indemnified party of its election so to assume and undertake the defense thereof, the indemnifying party shall not be liable to such indemnified party under this Section 2.08 for any legal expenses subsequently incurred by such indemnified party in connection with the defense thereof other than reasonable costs of investigation and of liaison with counsel so selected; *provided, however*, that, (i) if the indemnifying party has failed to assume the defense or employ counsel reasonably acceptable to the indemnified party or (ii) if the defendants in any such action include both the indemnified party and the indemnifying party and counsel to the indemnified party shall have concluded that there may be reasonable defenses available to the indemnified party that are different from or additional to those available to the indemnifying party, or if the interests of the indemnified party reasonably may be deemed to conflict with the interests of the indemnifying party, then the indemnified party shall have the right to select a separate counsel and to assume such legal defense and otherwise to participate in the defense of such action, with the reasonable expenses and fees of such separate counsel and other reasonable expenses related to such participation to be reimbursed by the indemnifying party as incurred. Notwithstanding any other provision of this Agreement, no indemnifying party shall settle any action brought against any indemnified party with respect to which such indemnified party is entitled to indemnification hereunder without the consent of the indemnified party, unless the settlement thereof imposes no liability or obligation on, and includes a complete and unconditional release from all liability of, the indemnified party.

(d) Contribution. If the indemnification provided for in this Section 2.08 is held by a court or government agency of competent jurisdiction to be unavailable to any indemnified party or is insufficient to hold them harmless in respect of any Losses, then each such indemnifying party, in lieu of indemnifying such indemnified party, shall contribute to the amount paid or payable by such indemnified party as a result of such Loss in such proportion as is appropriate to reflect the relative fault of the indemnifying party on the one hand and of such indemnified party on the other in connection with the statements or omissions which resulted in such Losses, as well as any other relevant equitable considerations; *provided, however*, that in no event shall such Selling Holder be required to contribute an aggregate amount in excess of the dollar amount of proceeds (net of Selling Expenses) received by such Selling Holder from the sale of Registrable Securities giving rise to such indemnification. The relative fault of the indemnifying party on the one hand and the indemnified party on the other shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact has been made by, or relates to, information supplied by such party, and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The parties hereto agree that it would not be just and equitable if contributions pursuant to this paragraph were to be determined by pro rata allocation or by any other method of allocation which does not take account of the equitable considerations referred to herein. The amount paid by an indemnified party as a result of the Losses referred to in the first sentence of this paragraph shall be deemed to include any

legal and other expenses reasonably incurred by such indemnified party in connection with investigating or defending any Loss which is the subject of this paragraph. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any Person who is not guilty of such fraudulent misrepresentation.

(e) Other Indemnification. The provisions of this Section 2.08 shall be in addition to any other rights to indemnification or contribution which an indemnified party may have pursuant to law, equity, contract or otherwise.

Section 2.09 Rule 144 Reporting. With a view to making available the benefits of certain rules and regulations of the Commission that may permit the sale of the Registrable Securities to the public without registration, the Partnership agrees to use its commercially reasonable efforts to:

(a) Make and keep public information regarding the Partnership available, as those terms are understood and defined in Rule 144 under the Securities Act, at all times from and after the date hereof;

(b) File with the Commission in a timely manner all reports and other documents required of the Partnership under the Securities Act and the Exchange Act at all times from and after the date hereof; and

(c) So long as a Holder owns any Registrable Securities, furnish, unless otherwise available via Edgar, to such Holder forthwith upon request a copy of the most recent annual or quarterly report of the Partnership, and such other reports and documents so filed as such Holder may reasonably request in availing itself of any rule or regulation of the Commission allowing such Holder to sell any such securities without registration.

Section 2.10 Transfer or Assignment of Registration Rights. The rights to cause the Partnership to register Registrable Securities granted to the Purchasers by the Partnership under this Article II may be transferred or assigned by any Purchaser to one or more transferee(s) or assignee(s) of such Registrable Securities or counterparties to any total return swaps; *provided, however,* that, (a) unless such transferee is an Affiliate of such Purchaser, or a counterparty to a total return swap, each such transferee or assignee holds Registrable Securities representing at least $30.0 million of the Purchased Units, based on the purchase price per unit under the Purchase Agreement, (b) the Partnership is given written notice prior to any said transfer or assignment, stating the name and address of each such transferee and identifying the securities with respect to which such registration rights are being transferred or assigned, and (c) each such transferee assumes in writing responsibility for its portion of the obligations of such Purchaser under this Agreement.

Section 2.11 Limitation on Subsequent Registration Rights. From and after the date hereof, the Partnership shall not, without the prior written consent of the Holders of a majority of the outstanding Registrable Securities, enter into any agreement with any current or future holder of any securities of the Partnership that would allow such current or future holder to require the Partnership to include securities in any registration statement filed by the Partnership on a basis that is superior in any way to the registration rights granted to the Purchasers hereunder.

**ARTICLE III**
**MISCELLANEOUS**

Section 3.01 Communications. All notices and other communications provided for or permitted hereunder shall be made in writing by facsimile, electronic mail, courier service or personal delivery:

(a) if to Purchaser, to the address set forth in Schedule 8.07 to the Purchase Agreement,

with a copy to:

Vinson & Elkins L.L.P.
1001 Fannin, Suite 2500
Houston, Texas 77002
Attention: Dan Fleckman
Fax: (713) 615-5859
Email: dfleckman@velaw.com

(b) if to a transferee of Purchaser, to such Holder at the address provided pursuant to Section 2.10 above; and

(c) if to the Partnership:

Enterprise GP Holdings L.P.
1100 Louisiana Street, 10th Floor
Houston, Texas 77002
Attention: Richard H. Bachmann,
Fax: (713) 381-6570
Email: rbachmann@eprod.com

with a copy to:

Andrews Kurth LLP
600 Travis Street, Suite 4200
Houston, Texas 77002
Attention: David C. Buck
Fax: (713) 238-7126
Email: dbuck@andrewskurth.com

All such notices and communications shall be deemed to have been received at the time delivered by hand, if personally delivered; when receipt acknowledged, if sent via facsimile or sent via Internet electronic mail; and when actually received, if sent by courier service or any other means.

Section 3.02 Successor and Assigns. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of each of the parties, including subsequent Holders of Registrable Securities to the extent permitted herein.

Section 3.03 Assignment of Rights. All or any portion of the rights and obligations of any Purchaser under this Agreement may be transferred or assigned by such Purchaser in accordance with Section 2.10 hereof.

Section 3.04 Recapitalization, Exchanges, Etc. Affecting the Units. The provisions of this Agreement shall apply to the full extent set forth herein with respect to any and all units of the Partnership or any successor or assign of the Partnership (whether by merger, consolidation, sale of assets or otherwise) which may be issued in respect of, in exchange for or in substitution of, the Registrable Securities, and shall be appropriately adjusted for combinations, unit splits, recapitalizations and the like occurring after the date of this Agreement.

Section 3.05 Aggregation of Purchased Units. All Purchased Units held or acquired by Persons who are Affiliates of one another shall be aggregated together for the purpose of determining the availability of any rights under this Agreement.

Section 3.06 Specific Performance. Damages in the event of breach of this Agreement by a party hereto may be difficult, if not impossible, to ascertain, and it is therefore agreed that each such Person, in addition to and without limiting any other remedy or right it may have, will have the right to an injunction or other equitable relief in any court of competent jurisdiction, enjoining any such breach, and enforcing specifically the terms and provisions hereof, and each of the parties hereto hereby waives any and all defenses it may have on the ground of lack of jurisdiction or competence of the court to grant such an injunction or other equitable relief. The existence of this right will not preclude any such Person from pursuing any other rights and remedies at law or in equity which such Person may have.

Section 3.07 Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which counterparts, when so executed and delivered, shall be deemed to be an original and all of which counterparts, taken together, shall constitute but one and the same Agreement.

Section 3.08 Headings. The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

Section 3.09 Governing Law. The Laws of the State of New York shall govern this Agreement without regard to principles of conflicts of Laws that would apply the substantive law of some other jurisdiction.

Section 3.10 Severability of Provisions. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting or impairing the validity or enforceability of such provision in any other jurisdiction.

Section 3.11 Entire Agreement. This Agreement is intended by the parties as a final expression of their agreement and intended to be a complete and exclusive statement of the agreement and understanding of the parties hereto in respect of the subject matter contained herein. There are no restrictions, promises, warranties or undertakings, other than those set forth or referred to herein with respect to the rights granted by the Partnership set forth herein. This

Agreement and the Purchase Agreement supersede all prior agreements and understandings between the parties with respect to such subject matter.

Section 3.12 Amendment. This Agreement may be amended only by means of a written amendment signed by the Partnership and the Holders of a majority of the then outstanding Registrable Securities; *provided, however,* that no such amendment shall materially and adversely affect the rights of any Holder hereunder without the consent of such Holder.

Section 3.13 No Presumption. If any claim is made by a party relating to any conflict, omission, or ambiguity in this Agreement, no presumption or burden of proof or persuasion shall be implied by virtue of the fact that this Agreement was prepared by or at the request of a particular party or its counsel.

Section 3.14 Obligations Limited to Parties to Agreement. Each of the Parties hereto covenants, agrees and acknowledges that no Person other than the Purchasers (and their permitted assignees) and the Partnership shall have any obligation hereunder and that, notwithstanding that one or more of the Purchasers may be a corporation, partnership or limited liability company, no recourse under this Agreement or under any documents or instruments delivered in connection herewith or therewith shall be had against any former, current or future director, officer, employee, agent, general or limited partner, manager, member, stockholder or Affiliate of any of the Purchasers or any former, current or future director, officer, employee, agent, general or limited partner, manager, member, stockholder or Affiliate of any of the foregoing, whether by the enforcement of any assessment or by any legal or equitable proceeding, or by virtue of any applicable Law, it being expressly agreed and acknowledged that no personal liability whatsoever shall attach to, be imposed on or otherwise by incurred by any former, current or future director, officer, employee, agent, general or limited partner, manager, member, stockholder or Affiliate of any of the Purchasers or any former, current or future director, officer, employee, agent, general or limited partner, manager, member, stockholder or Affiliate of any of the foregoing, as such, for any obligations of the Purchasers under this Agreement or any documents or instruments delivered in connection herewith or therewith or for any claim based on, in respect of or by reason of such obligation or its creation, except in each case for any assignee of a Purchaser hereunder.

Section 3.15 Interpretation. Article and Section references to this Agreement, unless otherwise specified. All references to instruments, documents, contracts and agreements are references to such instruments, documents, contracts and agreements as the same may be amended, supplemented and otherwise modified from time to time, unless otherwise specified. The word “including” shall mean “including but not limited to.” Whenever any determination, consent or approval is to be made or given by a Purchaser under this Agreement, such action shall be in such Purchaser’s sole discretion unless otherwise specified.

Section 3.16 Equal Treatment of Purchasers. Neither the Partnership nor any of its Affiliates shall, directly or indirectly, pay or cause to be paid any consideration, whether by way of interest, fee, payment for the redemptions or exchange of Registrable Securities, or otherwise, to any holder of Registrable Securities for or as an inducement to, or in connection with solicitation of, any consent, waiver or amendment of any terms or provisions of the Registrable Securities or this Agreement or any of the other agreements referred to in this Agreement unless

such consideration is paid to all Holders bound by such consent, waiver or amendment, whether or not such holders so consent, waive or agree to amend.

Section 3.17 Qualifications of Certain Purchasers. Notwithstanding Section 2.06 with respect to Goldman, Sachs & Co. and Morgan Stanley & Co., Inc., respectively, and their Affiliates, the restrictions contained in Section 2.06 (to the extent applicable) shall only apply to the Americas Special Situations Group of Goldman Sachs and Morgan Stanley Strategic Investments, Inc. of Morgan Stanley, respectively, each as currently configured, and shall not restrict or limit the activities of any area or division of Goldman, Sachs & Co. or Morgan Stanley & Co., respectively, or any of their Affiliates, other than the Americas Special Situations Group of Goldman Sachs and Morgan Stanley Strategic Investments, Inc. of Morgan Stanley, respectively, each as currently configured.

***[Signature pages to follow]***

IN WITNESS WHEREOF, the Parties hereto execute this Agreement, effective as of the date first above written.

**ENTERPRISE GP HOLDINGS L.P.**

By: EPE Holdings, LLC,
*its General Partner*

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

**SWANK MLP CONVERGENCE FUND, LP**

By: /s/ Jerry V. Swank
Name: Jerry V. Swank
Title: Managing Partner

**THE CUSHING MLP OPPORTUNITY FUND I, LP**

By: /s/ Jerry V. Swank
Name: Jerry V. Swank
Title: Managing Partner

**THE CUSHING GP STRATEGIES FUND, LP**

By: /s/ Jerry V. Swank
Name: Jerry V. Swank
Title: Managing Partner

**TCF GEARING FUND, LP**

By: /s/ Jerry V. Swank
Name: Jerry V. Swank
Title: Managing Partner

**THE CUSHING MLP ENHANCED RETURN FUND, LP**

By: /s/ Jerry V. Swank
Name: Jerry V. Swank
Title: Managing Partner

**CONTINENTAL CASUALTY COMPANY**

By: /s/ Jerry V. Swank
Name: Jerry V. Swank
Title: Managing Partner

**STRUCTURED FINANCE AMERICAS, LLC**

By: /s/ Sunil Hariani
Name: Sunil Hariani
Title: Vice President

By: /s/ Andrea Leung
Name: Andrea Leung
Title: Vice President

**OMEGA CAPITAL PARTNERS, L.P.**
**OMEGA CAPITAL INVESTORS, L.P.**
**OMEGA SPV PARTNERS V, L.P.**
**OMEGA EQUITY INVESTORS, L.P.**
**BETA EQUITIES, INC.**
**GS&CO PROFIT SHARING MASTER TRUST**
**PRESIDENTIAL LIFE CORPORATION**
**THE MINISTERS AND MISSIONARIES BENEFIT BOARD OF AMERICAN BAPTIST CHURCHES**

By: Omega Advisors, Inc.,
as Investment Manager

By: /s/ Denis Wong
Name: Denis Wong
Title: Chief Operating Officer

**KAYNE ANDERSON MLP INVESTMENT COMPANY**

By: /s/ James C. Baker
Name: James C. Baker
Title: Vice President

**KAYNE ANDERSON CAPITAL INCOME PARTNERS (QP), LP**

By: Kayne Anderson Capital Advisors, L.P.,
it general partner

By: /s/ David Shladovsky
Name: David Shladovsky
Title: General Counsel

**KAYNE ANDERSON MLP FUND, LP**

By: Kayne Anderson Capital Advisors, L.P.,
its general partner

By: /s/ David Shladovsky
Name: David Shladovsky
Title: General Counsel

**KAYNE ANDERSON MIDSTREAM OPPORTUNITIES FUND, LP**

By: Kayne Anderson Capital Advisors, L.P.,
its general partner

By: /s/ David Shladovsky
Name: David Shladovsky
Title: General Counsel

**KAYNE ANDERSON NON-TRADITIONAL INVESTMENTS, LP**

By: Kayne Anderson Capital Advisors, L.P.,
its general partner

By: /s/ David Shladovsky
Name: David Shladovsky
Title: General Counsel

**ARBCO II, LP**

By: Kayne Anderson Capital Advisors, L.P.,
its general partner

By: /s/ David Shladovsky
Name: David Shladovsky
Title: General Counsel

**LB I GROUP INC.**
On behalf of Global Principal Strategies

By: /s/ Ashvin Rao
Name: Ashvin Rao
Title: Vice President

**LB I GROUP INC.**
On behalf of Global Trading Strategies

By: /s/ Ashvin Rao
Name: Ashvin Rao
Title: Vice President

**LB I GROUP INC**

On behalf of Equity Strategies (Special Situations Group)

By: /s/ Leon Zaltzman

Name: Leon Zaltzman

Title: Managing Director

**LEHMAN BROTHERS MLP OPPORTUNITY FUND L.P.**

By: Lehman Brothers MLP Opportunity Associates L.P.,
its general partner
By: Lehman Brothers MLP Opportunity Associates L.L.C., its
general partner

By: /s/ Ashvin Rao
Name: Ashvin Rao
Title: Vice President

**GOLDMAN, SACHS & CO**

By: /s/ Vivian Lau
Name: Vivian Lau
Title: Authorized Signatory

/s/ Howard L. Terry

Name: Howard L. Terry

**CITIGROUP FINANCIAL PRODUCTS INC.**

By: /s/ Bret Engelkemier
Name: Bret Engelkemier
Title: Managing Director

**CITIGROUP GLOBAL MARKETS, INC.**

By: /s/ Leonard Ellis
Name: Leonard Ellis
Title: Managing Director

**ZLP FUND, LP**

By: Zimmer Lucas Partners, LLC,
its General Partner

By: /s/ Craig M. Lucas
Name: Craig M. Lucas
Title: Managing Member

**CREDIT SUISSE MANAGEMENT LLC**

By: /s/ Gerard Mortagh
Name: Gerard Mortagh
Title: Managing Director

**HITE HEDGE LP**

By: HITE Hedge Asset Management LLC

By: /s/ James Jampel
Name: James Jampel
Title: President

**HITE MLP LP**

By: HITE Hedge Asset Management LLC

By: /s/ James Jampel
Name: James Jampel
Title: President

**STACY FAMILY TRUST**

By: /s/ Stacy Schusterman
Name: Stacy Schusterman
Title: Trustee

**AT MLP FUND LLC**

By: /s/ Paul McPheeters
Name: Paul McPheeters
Title: Managing Director

**THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY**

By: /s/ David A. Barras
Name: David A. Barras
Title: Its Authorized Representative

**GPS NEW EQUITY FUND LP**

By: GPS Partners LLC
Its General Partner

By: /s/ Brett Messing
Name: Brett Messing
Title: Managing Member

**GPS HIGH YIELD EQUITIES FUND LP**

By: GPS Partners LLC
Its General Partner

By: /s/ Brett Messing
Name: Brett Messing
Title: Managing Member

**GPS INCOME FUND LP**

By: GPS Partners LLC
Its General Partner

By: /s/ Brett Messing
Name: Brett Messing
Title: Managing Member

**MORGAN STANLEY STRATEGIC INVESTMENTS, INC.**

By: /s/ Alan Thomas
Name: Alan Thomas
Title: Vice President

**TORTOISE TOTAL RETURN FUND LLC**

By: /s/ David Schulte
Name: David Schulte
Title: Chief Executive Officer

**TORTOISE ENERGY CAPITAL CORPORATION**

By: /s/ David Schulte
Name: David Schulte
Title: Chief Executive Officer

**BSP PARTNERS, L.P.**

By: The Baupost Group, L.L.C., its managing general partner

By: /s/ Scott A. Nathan
Name: Scott A. Nathan
Title: Managing Director

**HB INSTITUTIONAL LIMITED PARTNERSHIP**

By: The Baupost Group, L.L.C., its managing general partner

By: /s/ Scott A. Nathan
Name: Scott A. Nathan
Title: Managing Director

**PB INSTITUTIONAL LIMITED PARTNERSHIP**

By: The Baupost Group, L.L.C., its managing general partner

By: /s/ Scott A. Nathan
Name: Scott A. Nathan
Title: Managing Director

**YB INSTITUTIONAL LIMITED PARTNERSHIP**

By: The Baupost Group, L.L.C.,
Its managing general partner

By: /s/ Scott A. Nathan
Name: Scott A. Nathan
Title: Managing Director

**CAPITAL VENTURES INTERNATIONAL**

By: Heights Capital Management, Inc.,
Its authorized agent

By: /s/ Martin Kobinagh
Name: Martin Kobinagh
Title: Investment Manager

**EXHIBIT 99.1**

P.O. Box 4323
Houston, TX 77210
(713) 381-6500

**Enterprise GP Holdings L.P. Enters Agreement for Private Sale of**
**20.1 Million Units for Approximately $750 Million**

Houston, Texas (July 16, 2007)—Enterprise GP Holdings L.P. (NYSE: EPE) today announced it has entered into an agreement to sell 20,134,220 units representing limited partner interests to a limited number of accredited investors, led by affiliates of Swank Capital, LLC; GPS Partners LLC; funds managed by Zimmer Lucas Capital, LLC; and Kayne Anderson Capital Advisors, L.P., in a private placement for an aggregate purchase price of approximately $750 million. The units were issued at a price of $37.25 per unit.

Enterprise GP Holdings L.P. will use the net proceeds of approximately $740 million from this private placement to repay a portion of the debt incurred to fund the acquisition of common units of Energy Transfer Equity, L.P. and membership interests of its general partner, LE GP, LLC. Enterprise GP Holdings believes that no additional equity will be required in connection with the permanent financing of this acquisition.

Lehman Brothers Inc. and Citigroup Global Markets Inc, acted as lead placement agents in the private placement.

This press release does not constitute an offer to sell or a solicitation of an offer to buy the securities described herein, nor shall there be any sale of these securities in any state or jurisdiction in which such an offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction. The securities offered and sold in the private placement have not been registered under the Securities Act of 1933, as amended, or any state securities laws, and may not be offered or sold in the United States absent registration or an applicable exemption from registration requirements.

Enterprise GP Holdings is one of the largest publicly traded GP partnerships with an enterprise value of more than $6 billion. It owns the general partner and limited partner interests in Enterprise Products Partners L.P., TEPPCO Partners, L.P. and Energy Transfer Equity, L.P. For more information on Enterprise GP Holdings L.P., visit its website at www.enterprisegp.com.

*Contacts: Randy Burkhalter, Investor Relations, (713) 381-6812 or (866) 230-0745*
*Rick Rainey, Media Relations (713) 381-3635*