UNITED STATES SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 8-K

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

Date of Report (Date of earliest event reported): September 14, 2016

ENTERPRISE PRODUCTS PARTNERS L.P.

(Exact name of registrant as specified in its charter)

Delaware

1-14323 (Commission File Number) **76-0568219** (I.R.S. Employer Identification No.)

(State or Other Jurisdiction of Incorporation or Organization)

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

> > (713) 381-6500

(Registrant's Telephone Number, including Area Code)

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

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

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

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

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

Item 1.01 Entry into a Material Definitive Agreement.

Second Amendment to 364-Day Revolving Credit Agreement

On September 14, 2016, Enterprise Products Operating LLC, a Texas limited liability company ("EPO") and the operating subsidiary of Enterprise Products Partners L.P. (the "Partnership"), entered into a Second Amendment to 364-Day Revolving Credit Agreement (the "Second Amendment"), by and among EPO, as borrower, Citibank, N.A, as administrative agent (the "Administrative Agent"), certain financial institutions from time to time named therein as Co-Syndication Agents, Co-Documentation Agents, Joint Lead Arrangers and Joint Book Runners, and each of the lenders that is a signatory thereto. The Second Amendment amends and extends that certain 364-Day Revolving Credit Agreement, dated as of September 30, 2014, as amended by the First Amendment to 364-Day Revolving Credit Agreement, dated as of September 16, 2015, by and among EPO, each of the lenders that is a party thereto and the Administrative Agent (the "364-Day Credit Agreement").

Under the terms of the 364-Day Credit Agreement, as amended by the Second Amendment, EPO may borrow up to \$1.5 billion (which may be increased by up to \$200 million to \$1.7 billion at EPO's election, provided certain conditions are met) at a variable interest rate for a term of 364 days, subject to the terms and conditions set forth therein. Among other things, the Second Amendment (i) sets December 31, 2015 as the base date for determining if a "Material Adverse Change" has occurred; (ii) extends the maturity date under the 364-Day Credit Agreement to 364 days from September 14, 2016 (and if EPO elects the "Term-Out" option in accordance with the 364-Day Credit Agreement, to the date that is one year and 364 days from September 14, 2016); and (iii) incorporates terms and conditions related to recent bail-in legislation affecting lenders organized under the laws of any member state of the European Union, Iceland, Liechtenstein, or Norway.

The description of the Second Amendment in this Item 1.01 is qualified in its entirety by reference to the full text of the Second Amendment, which is filed as Exhibit 10.1 hereto, and is incorporated herein by reference.

Item 8.01 Other Events

On September 14, 2016, the Partnership issued a press release announcing the execution of the Second Amendment described in Item 1.01 above, a copy of which is attached as Exhibit 99.1 hereto and incorporated by reference into this Item 8.01.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No. Description

- 10.1 Second Amendment to 364-Day Revolving Credit Agreement dated as of September 14, 2016, by and among Enterprise Products Operating LLC, Citibank, N.A., as Administrative Agent, the Lenders party thereto, Wells Fargo Bank, National Association, DNB Bank ASA, New York Branch, JPMorgan Chase Bank, N.A., Mizuho Bank, Ltd., and The Bank of Tokyo-Mitsubishi UFJ, Ltd., as Co-Syndication Agents, and Royal Bank of Canada, The Bank of Nova Scotia, SunTrust Bank and UBS Securities LLC, as Co-Documentation Agents, and Citigroup Global Markets Inc., Wells Fargo Securities, LLC, DNB Markets, Inc., J.P. Morgan Securities LLC, Mizuho Bank, Ltd., The Bank of Tokyo-Mitsubishi UFJ, Ltd., RBC Capital Markets, The Bank of Nova Scotia, SunTrust Robinson Humphrey, Inc. and UBS Securities LLC, as Joint Lead Arrangers and Joint Book Runners.
- 99.1 Press Release dated September 14, 2016.

SIGNATURES

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

ENTERPRISE PRODUCTS PARTNERS L.P.

By: Enterprise Products Holdings LLC, its General Partner

Date: September 14, 2016

By: /s/ R. Daniel Boss

R. Daniel Boss Senior Vice President, Accounting and Risk Control

By: /s/ Michael W. Hanson Michael W. Hanson Vice President and Principal Accounting Officer

EXHIBIT INDEX

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- 99.1 Press Release dated September 14, 2016.

Exhibit 10.1

SECOND AMENDMENT TO 364-DAY REVOLVING CREDIT AGREEMENT

THIS SECOND AMENDMENT TO 364-DAY REVOLVING CREDIT AGREEMENT (this "<u>Second Amendment</u>") is made and entered into as of the 14th day of September, 2016 (the "<u>Second Amendment Effective Date</u>"), among ENTERPRISE PRODUCTS OPERATING LLC, a Texas limited liability company ("<u>Borrower</u>"), CITIBANK, N.A., as administrative agent (in such capacity, the "<u>Administrative Agent</u>") for each of the lenders (the "<u>Lenders</u>") that is a signatory or which becomes a signatory to the hereinafter defined Credit Agreement, the Lenders party hereto, WELLS FARGO BANK, NATIONAL ASSOCIATION, DNB BANK ASA, NEW YORK BRANCH, JPMORGAN CHASE BANK, N.A., MIZUHO BANK, LTD. and THE BANK OF TOKYO-MITSUBISHI UFJ, LTD., as Co-Syndication Agents, and ROYAL BANK OF CANADA, THE BANK OF NOVA SCOTIA, SUNTRUST BANK and UBS SECURITIES LLC, as Co-Documentation Agents, and CITIGROUP GLOBAL MARKETS INC., WELLS FARGO SECURITIES, LLC, DNB MARKETS, INC., J.P. MORGAN SECURITIES LLC, MIZUHO BANK, LTD., THE BANK OF TOKYO-MITSUBISHI UFJ, LTD., RBC CAPITAL MARKETS, THE BANK OF NOVA SCOTIA, SUNTRUST ROBINSON HUMPHREY, INC., and UBS SECURITIES LLC., as Joint Lead Arrangers and Joint Book Runners.

RECITALS:

A. On September 30, 2014, the Borrower, the lenders party thereto and the Administrative Agent entered into a certain 364-Day Revolving Credit Agreement (as amended by First Amendment to 364-Day Revolving Credit Agreement dated as of September 16, 2015, the "<u>Credit Agreement</u>") whereby, upon the terms and conditions therein stated, the lenders party thereto agreed to make certain Loans (as defined in the Credit Agreement) and extend certain credit to the Borrower.

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

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

1. <u>Certain Definitions</u>.

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

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

2. <u>Amendments to Credit Agreement</u>.

2.1 <u>Defined Terms</u>.

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

(b) Clause (x) of the last paragraph of the definition of "Change in Control" as defined in Section 1.01 of the Credit Agreement is hereby amended in its entirety to read as follows:

(x) is a member of such board of directors as of the Second Amendment Effective Date

(c) Clause (v) of the definition of "Defaulting Lender" as defined in Section 1.01 of the Credit Agreement is hereby amended in its entirety to read as follows:

(v) any Lender (x) with respect to which a Lender Insolvency Event has occurred and is continuing with respect to such Lender or its Parent Company or (y) has, or its Parent Company has, become the subject of a Bail-In Action.

(d) (i) The reference to "December 31, 2014" in the definition of "Material Adverse Change" as defined in Section 1.01 of the Credit Agreement is hereby amended to refer instead to "December 31, 2015"; and (ii) the reference to "prior to the date hereof" at the end of such definition is hereby amended to refer instead to "prior to the Second Amendment Effective Date".

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

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

(f) The definition of "Parent Company" as defined in Section 1.01 of the Credit Agreement is hereby amended in its entirety to read as follows:

"<u>Parent Company</u>" means, with respect to a Lender (i) the bank holding company (as defined in Federal Reserve Board Regulation Y) of such Lender, if any, (ii) with respect to a Foreign Lender, any entity which is a parent of such Foreign Lender, and/or (iii) any Person owning, beneficially or of record, directly or indirectly, a majority of the Equity Interests of such Lender.

(g) <u>Additional Defined Terms</u>. Section 1.01 of the Credit Agreement is hereby further amended and supplemented by adding the following new definitions, which read in their entirety as follows:

"<u>Bail-In Action</u>" means the exercise of any Write-Down and Conversion Powers by the applicable EEA Resolution Authority in respect of any liability of an EEA Financial Institution.

"<u>Bail-In Legislation</u>" means, with respect to any EEA Member Country implementing Article 55 of Directive 2014/59/EU of the European Parliament and of the Council of the European Union, the implementing law for such EEA Member Country from time to time which is described in the EU Bail-In Legislation Schedule.

"<u>EEA Financial Institution</u>" means (a) any credit institution or investment firm established in any EEA Member Country which is subject to the supervision of an EEA Resolution Authority, (b) any entity established in an EEA Member Country which is a parent of an institution described in clause (a) of this definition, or (c) any financial institution established in an EEA Member Country which is a subsidiary of an institution described in clauses (a) or (b) of this definition and is subject to consolidated supervision with its parent.

"<u>EEA Member Country</u>" means any of the member states of the European Union, Iceland, Liechtenstein, and Norway.

"<u>EEA Resolution Authority</u>" means any public administrative authority or any Person entrusted with public administrative authority of any EEA Member Country (including any delegee) having responsibility for the resolution of any EEA Financial Institution.

"<u>EU Bail-In Legislation Schedule</u>" means the EU Bail-In Legislation Schedule published by the Loan Market Association (or any successor person), as in effect from time to time.

"<u>Second Amendment</u>" means that certain Second Amendment to 364-Day Revolving Credit Agreement dated as of the Second Amendment Effective Date among the Borrower, the Lenders and the Administrative Agent.

"Second Amendment Effective Date" means September 14, 2016.

"<u>Write-Down and Conversion Powers</u>" means, with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which write-down and conversion powers are described in the EU Bail-In Legislation Schedule.

2.2 <u>Accounting Terms; GAAP</u>. The reference to "June 30, 2015" in the last sentence of Section 1.04 of the Credit Agreement is hereby amended to refer instead to "June 30, 2016".

2.3 <u>Bail-In of EEA Financial Institutions</u>. <u>Article IX</u> of the Credit Agreement is hereby amended by adding a new Section 9.17 at the end thereof, to read as follows:

SECTION 9.17. <u>Acknowledgement and Consent to Bail-In of EEA Financial Institutions</u>. Notwithstanding anything to the contrary in any loan document or in any

other agreement, arrangement or understanding among any such parties, each party hereto acknowledges that any liability of any EEA Financial Institution arising under any loan document, to the extent such liability is unsecured, may be subject to the write-down and conversion powers of an EEA Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:

(a) the application of any Write-Down and Conversion Powers by an EEA Resolution Authority to any such liabilities arising hereunder which may be payable to it by any party hereto that is an EEA Financial Institution; and

(b) the effects of any Bail-In Action on any such liability, including, if applicable:

(i) a reduction in full or in part or cancellation of any such liability;

(ii) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such EEA Financial Institution, its parent undertaking, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other loan document; or

(iii) the variation of the terms of such liability in connection with the exercise of the write-down and conversion powers of any EEA Resolution Authority.

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

(a) The Administrative Agent shall have received a copy of this Second Amendment, duly completed and executed by the Borrower and each Lender; and acknowledged and ratified by EPD, as Guarantor, pursuant to a duly executed Acknowledgement and Ratification of Guarantor in the form of Exhibit A attached hereto.

(b) The Administrative Agent shall have received favorable written opinions (addressed to the Administrative Agent and the Lenders and dated the Second Amendment Effective Date) of Christopher S. Wade, in-house counsel for Borrower and EPD, and Bracewell LLP, counsel for Borrower and EPD, substantially in the forms delivered in connection with the Credit Agreement and reasonably satisfactory to the Administrative Agent and its counsel.

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

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

(e) The Administrative Agent shall have received a certificate, dated the Second Amendment Effective Date and signed by the President, an Executive Vice President or a Financial Officer of the Borrower, confirming compliance with the conditions set forth in paragraphs (a) and (b) of Section 4.02 of the Credit Agreement, as amended hereby, and Section 2.4(g) hereof.

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

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

(h) The Lenders shall have received (i) the audited financial statements for the Borrower and its Subsidiaries for the period ended December 31, 2015, and (ii) the unaudited financial statements for the Borrower and its Subsidiaries and EPD's Form 10-Q for the fiscal quarter ending June 30, 2016.

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

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

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

3. <u>Representations and Warranties</u>. The Borrower represents and warrants that:

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

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

(c) the representations and warranties of the Borrower contained in the Credit Agreement, as hereby amended, were true and correct in all material respects when made, and are true and correct in all material respects (except that any representation and warranty that is qualified by materiality shall be true and correct in all respects) at and as of the time of delivery

of this Second Amendment, except, in each case, to the extent such representations and warranties relate to an earlier date, in which case such representations and warranties were true and correct in all material respects as of such earlier date;

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

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

4. <u>Extent of Amendments</u>. Except as expressly herein set forth, all of the terms, conditions, defined terms, covenants, representations, warranties and all other provisions of the Credit Agreement are herein ratified and confirmed and shall remain in full force and effect. The execution, delivery and effectiveness of this Second Amendment shall not, except as expressly provided herein, operate as a waiver of any right, power or remedy of any Lender or the Administrative Agent under any of the loan documents, nor constitute a waiver of any provision of any of the loan documents.

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

6. <u>References</u>. On and after the Second Amendment Effective Date, the terms "Agreement", "hereof", "herein", "herein", and terms of like import when used in the Credit Agreement shall, except where the context otherwise requires, refer to the Credit Agreement, as amended by this Second Amendment.

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

THIS SECOND AMENDMENT, THE CREDIT AGREEMENT, AS AMENDED HEREBY, THE NOTES AND THE OTHER DOCUMENTS EXECUTED IN CONNECTION HEREWITH OR THEREWITH REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

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

[Signatures Begin on Next Page]

BORROWER

ENTERPRISE PRODUCTS OPERATING LLC, a Texas limited liability company

- By: Enterprise Products OLPGP, Inc., its Manager
- By: <u>/s/ Christian M. Nelly</u> Christian M. "Chris" Nelly Vice President and Treasurer

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

By: /s/ Maureen P. Maroney Name: Maureen P. Maroney Title: Vice President

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

By: /s/ Doug McDowell Name: Doug McDowell Title: Managing Director

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

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

By: /s/ Nikolai A. Nachamkin Name: Nikolai A. Nachamkin Title: Senior Vice President

DNB CAPITAL LLC, as a Lender

- By: /s/ Caroline Adams Name: Caroline Adams Title: First Vice President
- By: <u>/s/ Nikolai A. Nachamkin</u> Name: Nikolai A. Nachamkin Title: Senior Vice President

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

By:

/s/ Darren Vanek Name: Darren Vanek Title: **Executive Director**

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

By:

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

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

By: /s/ Stephen W. Warfel Name: Stephen W. Warfel Title: Managing Director

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

By: /s/ Jim Allred Name: Jim Allred

Title: Authorized Signatory

SUNTRUST BANK, as Co-Documentation Agent and a Lender

By:

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

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

By: /s/ Alfredo Brahim

Name: Alfredo Brahim Title: Director

UBS SECURITIES LLC,

as Co-Documentation Agent

By]	Name:	n Walker Simon Walker Managing Director
Ву]	Name:	stopher Wicklund Christopher Wicklund Director
	BS AG a Lenc		IFORD BRANCH,
Ву	,]	Name:	<i>eth Chin</i> Kenneth Chin Director Banking Products Services, US
Ву	,]	Name:	<i>ene Arias</i> Darlene Arias Director

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BANK OF AMERICA, N.A., a Lender

By: /s/ Alia Qaddumi

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	Name:	Alia Qaddumi
	Title:	Director

BARCLAYS BANK PLC, as a Lender

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

COMPASS BANK, a Lender

By: /s/ Blake Kirshman

y•	Jo Dian	of Brane Ith Shiman	
	Name:	Blake Kirshman	
	Title:	Senior Vice President	

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, a Lender

By:	/s/ Robert Hetu		
	Name: Robert Hetu		
	Title: Authorized Signatory		

By: <u>/s/ Lorenz Meier</u> Name: Lorenz Meier Title: Authorized Signatory

DEUTSCHE BANK AG NEW YORK BRANCH, a Lender

By:	/s/ Ming K. Chu Name: Ming K. Chu Title: Director
By:	/s/ Virginia Cosenza
	Name: Virginia Cosenza Title: Vice President
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SOCIETE GENERALE, a Lender

By: /s/ Diego Medina

Name:	Diego Medina
Title:	Director

SUMITOMO MITSUI BANKING CORP., a Lender

By: /s/ James D. Weinstein Name: James D. Weinstein Title: Managing Director

THE TORONTO DOMINION BANK, NEW YORK BRANCH, a Lender

By: /s/ Lexanne Cooper Name: Lexanne Cooper Title: Authorized Signatory

U.S. BANK NATIONAL ASSOCIATION, a Lender

By:

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

MORGAN STANLEY BANK, N.A., a Lender

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

RAYMOND JAMES BANK, N.A., a Lender

By:	/s/ Michael Pelletier			
	Name:	Michael Pelletier		
	Title:	Senior Vice President		

ACKNOWLEDGMENT AND RATIFICATION OF GUARANTOR

The undersigned ("<u>Guarantor</u>") hereby expressly (i) acknowledges the terms of the foregoing Second Amendment to 364-Day Revolving Credit Agreement; (ii) ratifies and affirms its obligations under its Guaranty Agreement dated as of September 30, 2014, in favor of the Administrative Agent; (iii) acknowledges, renews and extends its continued liability under said Guaranty Agreement and Guarantor hereby agrees that its Guaranty Agreement remains in full force and effect; and (iv) guarantees to the Administrative Agent the prompt payment when due of all amounts owing or to be owing by it under its Guaranty Agreement pursuant to the terms and conditions thereof.

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

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

- By: Enterprise Products Holdings LLC, General Partner
- By: /s/ Christian M. Nelly Christian M. "Chris" Nelly Vice President and Treasurer



ENTERPRISE EXTENDS 364-DAY REVOLVING CREDIT AGREEMENT

Houston, Texas (September 14, 2016) – Enterprise Products Partners L.P. (NYSE:EPD) ("Enterprise") announced today that its operating subsidiary, Enterprise Products Operating LLC ("EPO"), has amended its 364-Day Revolving Credit Agreement to extend the maturity date of the facility to September 2017.

Under the terms of the amended facility, EPO may borrow up to \$1.5 billion, which may be increased by up to \$200 million to \$1.7 billion at EPO's election.

Enterprise Products Partners L.P. is one of the largest publicly traded partnerships and a leading North American provider of midstream energy services to producers and consumers of natural gas, NGLs, crude oil, refined products and petrochemicals. Our services include: natural gas gathering, treating, processing, transportation and storage; NGL transportation, fractionation, storage and import and export terminals; crude oil gathering, transportation, storage and terminals; petrochemical and refined products transportation, storage and terminals; and a marine transportation business that operates primarily on the United States inland and Intracoastal Waterway systems. The partnership's assets include approximately 49,000 miles of pipelines; 250 million barrels of storage capacity for NGLs, crude oil, refined products and petrochemicals; and 14 billion cubic feet of natural gas storage capacity.

This press release includes "forward-looking statements" as defined by the Securities and Exchange Commission. All statements, other than statements of historical fact, included herein that address activities, events, developments or transactions that Enterprise and its general partner expect, believe or anticipate will or may occur in the future are forward-looking statements. These forward-looking statements are subject to risks and uncertainties that may cause actual results to differ materially from expectations, including required approvals by regulatory agencies, the possibility that the anticipated benefits from such activities, events, developments or transactions cannot be fully realized, the possibility that costs or difficulties related thereto will be greater than expected, the impact of competition, and other risk factors included in Enterprise's

reports filed with the Securities and Exchange Commission. Readers are cautioned not to place undue reliance on these forwardlooking statements, which speak only as of their dates. Except as required by law, Enterprise does not intend to update or revise its forward-looking statements, whether as a result of new information, future events or otherwise.

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

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