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

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): August 20, 2010

DUNCAN ENERGY PARTNERS L.P.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation)

1-33266
(Commission
File Number)

20-5639997
(IRS Employer
Identification No.)

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

77002
(Zip Code)

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

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

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 1.01 Entry into a Material Definitive Agreement.

Amendment to DEP-EPO Loan Agreement

On June 1, 2010, Duncan Energy Partners L.P. (the "Partnership"), as borrower, entered into a loan agreement with Enterprise Products Operating LLC ("EPO"), as lender (the "Loan Agreement"), pursuant to which the Partnership may borrow up to \$200 million. EPO is a wholly owned subsidiary of Enterprise Products Partners L.P. and beneficially owns 100% of DEP Holdings, LLC, which is our general partner.

On August 20, 2010, the Partnership and EPO executed the First Amendment to the Loan Agreement (the "Amendment"), extending the maturity date under the Loan Agreement from September 28, 2010 to December 31, 2010. The Amendment provides that the Partnership must repay the principal balance of the loan (together with accrued and unpaid interest and any other amounts outstanding) under the amended Loan Agreement on the earliest of: (i) December 31, 2010; (ii) the date on which maturity may have been accelerated in accordance with the Loan Agreement; or (iii) the date on which EPO's commitment is terminated in accordance with the Loan Agreement. All other terms and conditions of the Loan Agreement remain unchanged. As of August 19, 2010, there were \$75 million in borrowings outstanding under the Loan Agreement. A copy of the Amendment is attached to this Form 8-K as Exhibit 10.1 and is incorporated by reference into this Item 1.01.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
10.1	First Amendment to Loan Agreement, dated August 20, 2010, between Enterprise Products Operating LLC, as lender, and Duncan Energy Partners L.P., as borrower.

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.

DUNCAN ENERGY PARTNERS L.P.
(A Delaware Limited Partnership)

By: DEP Holdings, LLC,
as General Partner

Date: August 23, 2010

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

EXHIBIT INDEX

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10.1	First Amendment to Loan Agreement, dated August 20, 2010, between Enterprise Products Operating LLC, as lender, and Duncan Energy Partners L.P., as borrower.

**FIRST AMENDMENT
TO
LOAN AGREEMENT**

This FIRST AMENDMENT (this "Amendment") to the Loan Agreement dated as of June 1, 2010 (the "Loan Agreement") by and between ENTERPRISE PRODUCTS OPERATING LLC, a Texas limited liability company ("**Lender**"), and DUNCAN ENERGY PARTNERS L.P., a Delaware limited partnership ("**Borrower**"), is made and entered into effective as of August 20, 2010, pursuant to the terms of the Loan Agreement and in accordance with Section 14 thereof.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lender and Borrower hereby agree as follows:

Section 1. **AMENDMENT.** Section 3 of the Loan Agreement is hereby amended and restated to read, in its entirety, as follows:

3. *Repayment of the Loan.* Borrower promises to pay the outstanding principal balance of the Loan, together with interest accrued and outstanding thereon and any other sums due hereunder, on the earliest to occur of (a) December 31, 2010 (the "**Maturity Date**"), (b) the date upon which the maturity of the Loan may have been accelerated pursuant to Section 12, or (c) the date upon which the commitment of Lender hereunder may have been terminated pursuant to Section 13.

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

Section 3. **GOVERNING LAW.** THIS AMENDMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

(Signature Page Follows)

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the date first set forth above.

LENDER:

ENTERPRISE PRODUCTS OPERATING LLC

By: Enterprise Products OLPGP, Inc.,
its managing member

By: /s/ Michael A. Creel

Michael A. Creel
President and Chief Executive Officer

BORROWER:

DUNCAN ENERGY PARTNERS L.P.

By: DEP Holdings, LLC,
its general partner

By: /s/ W. Randall Fowler

W. Randall Fowler
President and Chief Executive Officer