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

FORM 8-K

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

Date of Report (Date of earliest event reported): October 26, 2009

TEPPCO PARTNERS, L.P.

(Exact name of registrant as specified in its charter)

Delaware
(State or Other Jurisdiction of
Incorporation or Organization)

1-10403
(Commission File Number)

76-0291058
(I.R.S. Employer
Identification No.)

1100 Louisiana, Suite 1600, Houston, Texas
(Address of Principal Executive Offices)

77002
(Zip Code)

Registrant's Telephone Number, including Area Code: **(713) 381-3636**

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.

TEPPCO Supplemental Indentures

On October 27, 2009, in connection with the closing of certain consent solicitations and exchange offers, TEPPCO Partners, L.P., a Delaware limited partnership (“TEPPCO”), entered into an Eighth Supplemental Indenture dated October 27, 2009 (the “TEPPCO Senior Notes Supplemental Indenture”), among TEPPCO, TE Products Pipeline Company, LLC, a Texas limited liability company (“TE Products”), TCTM, L.P., a Delaware limited partnership (“TCTM”), TEPPCO Midstream Companies, LLC, a Texas limited liability company (“TEPPCO Midstream”), Val Verde Gas Gathering Company, L.P., a Delaware limited partnership (“Val Verde” and together with TE Products, TCTM, and TEPPCO Midstream, the “Subsidiary Guarantors”), and U.S. Bank National Association, successor, pursuant to Section 7.09 of the indenture, to Wachovia Bank, National Association and First Union National Bank, as trustee (the “2002 TEPPCO Indenture Trustee”).

On October 27, 2009, in connection with the closing of certain consent solicitations and exchange offers, TEPPCO also entered into a Third Supplemental Indenture dated as of October 27, 2009 (the “TEPPCO Subordinated Notes Supplemental Indenture”), among TEPPCO, the Subsidiary Guarantors and The Bank of New York Mellon Trust Company, N.A., as trustee (the “2007 TEPPCO Indenture Trustee”).

The TEPPCO Senior Notes Supplemental Indenture deleted all of the sections or provisions listed below under the indenture dated as of February 20, 2002, as amended and supplemented, among TEPPCO, the Subsidiary Guarantors and U.S. Bank National Association (successor in interest to Wachovia Bank, National Association and First Union National Bank) (the “2002 TEPPCO Indenture”) for any senior notes issued pursuant to the 2002 TEPPCO Indenture:

- Section 4.05 — SEC Reports; Financial Statements (except for the last sentence of Section 4.05(a))
- Section 4.06 — Compliance Certificate
- Section 4.08 — Existence
- Section 4.09 — Maintenance of Properties
- Section 4.10 — Payment of Taxes and Other Claims
- Section 4.12 — Limitation on Sale-Leaseback Transactions
- Section 4.13 — Limitation on Liens
- Section 4.14 — Additional Subsidiary Guarantors
- Section 10.01 — Consolidations and Mergers of the Partnership
- Section 10.02 — Rights and Duties of Successor Partnership

In addition, clause (h) (cross-default of other indebtedness) of Section 6.01 (Events of Default) was deleted.

The TEPPCO Subordinated Notes Supplemental Indenture deleted all of the sections or provisions listed below under the indenture dated as of May 14, 2007, as amended and supplemented, among TEPPCO, the Subsidiary Guarantors and The Bank of New York Mellon Trust Company, N.A. (successor in name to The Bank of New York Trust Company, N.A.) (the “2007 TEPPCO Indenture”) for any subordinated notes issued pursuant to the 2007 TEPPCO Indenture:

- Section 4.05 — SEC Reports; Financial Statements (except for the last sentence of Section 4.05(a))
- Section 4.06 — Compliance Certificate

- Section 4.08 — Existence
- Section 4.09 — Maintenance of Properties
- Section 4.10 — Payment of Taxes and Other Claims
- Section 4.12 — Additional Subsidiary Guarantors
- Section 5.1 — Restricted Payments
- Section 10.01 — Consolidations and Mergers of the Partnership
- Section 10.02 — Rights and Duties of Successor Partnership

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

Series of TEPPCO Notes	Principal Amount Outstanding as of October 27, 2009
7.625% Senior Notes due February 2012	\$ 9,533,000
6.125% Senior Notes due February 2013	\$ 17,440,000
5.90% Senior Notes due April 2013	\$ 12,400,000
6.65% Senior Notes due April 2018	\$ 310,000
7.55% Senior Notes due April 2038	\$ 425,000
<i>Total Senior Notes</i>	\$ 40,108,000
7.000% Junior Subordinated Notes due June 2067	\$ 14,241,000
<i>Total TEPPCO Notes</i>	\$ 54,349,000

The foregoing descriptions of the TEPPCO Senior Notes Supplemental Indenture and TEPPCO Subordinated Notes Supplemental Indenture are qualified in their entirety by reference to the full text of these indentures, which are filed as Exhibit 4.1 and Exhibit 4.2, respectively, to this Form 8-K and are incorporated herein by reference.

Item 1.02 Termination of Material Definitive Agreement.

In connection with the consummation of the merger of TEPPCO with a subsidiary of Enterprise Products Partners L.P., a Delaware limited partnership (NYSE: EPD) (“Enterprise”), described below in Item 2.01, on October 26, 2009, the Loan Agreement, dated August 5, 2009, by and between Enterprise Products Operating LLC (“EPO”), as Lender, and TEPPCO, as Borrower, has been terminated. No borrowings were outstanding under this loan agreement as of October 26, 2009.

Item 2.01. Completion of Acquisition or Disposition of Assets.

MLP Merger Agreement

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

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

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

GP Merger Agreement

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

Under the terms of the GP Merger Agreement, EPE, the prior owner of 100% of the limited liability company interests in TEPPCO GP, received 1,331,681 Enterprise common units and an increase in the capital account of EPD GP to maintain EPD GP’s 2% general partner interest in Enterprise. EPD GP is a wholly owned subsidiary of EPE.

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

Item 3.03 Material Modification to the Rights of Security Holders.

The information included in Item 1.01 and the information included under the heading “MLP Merger Agreement” under Item 2.01 of this Form 8-K is incorporated by reference into this Item 3.03 in its entirety.

Item 5.03. Amendment to Articles of Incorporation or Bylaws.

In connection with the closing of the Mergers and the exchange offers and the contribution of all of the member interests of TEPPCO GP from Enterprise to EPO, effective October 27, 2009, immediately after giving effect to the consummation of the exchange offers, the limited liability company agreement of TEPPCO GP was amended and restated in its entirety as the Second Amended and Restated Limited Liability Company Agreement of TEPPCO GP, dated as of October 27, 2009 (the “Restated TEPPCO GP LLC Agreement”).

In addition, on October 27, 2009, in connection with the closing of the Mergers and the exchange offers and the contribution of all of the limited partner interests of TEPPCO from Enterprise to EPO, TEPPCO GP (as the sole general partner of TEPPCO) and EPO (as the sole limited partner of TEPPCO), entered into the Fifth Amended and Restated Agreement of Limited Partnership, dated as of October 27, 2009 (the “Restated TEPPCO Partnership Agreement”). The Restated TEPPCO Partnership Agreement eliminated the incentive distribution rights of the general partner and provided for the general partner’s 2% general partner interest and the limited partner’s 98% limited partner interest. The Restated TEPPCO Partnership Agreement also simplified provisions relating to other matters, including conflicts of interest, special approval and rights of limited partners previously included as customary terms for a publicly traded limited partnership.

Copies of the Restated TEPPCO GP LLC Agreement and the Restated TEPPCO Partnership Agreement are also filed as Exhibit 3.1 and Exhibit 3.2, respectively, to this Form 8-K and are incorporated herein by reference.

Item 7.01 Other Events.

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

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

“filed” under the Exchange Act or incorporates it by reference into a filing under the Securities Act of 1933 or the Exchange Act.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description
2.1	Agreement and Plan of Merger, dated as of June 28, 2009, by and among Enterprise Products Partners L.P., Enterprise Products GP, LLC, Enterprise Sub B LLC, TEPPCO Partners, L.P. and Texas Eastern Products Pipeline Company, LLC. (Filed as Exhibit 2.1 to the Current Report on Form 8-K of TEPPCO Partners, L.P. (Commission File No. 1-10403) filed on June 29, 2009 and incorporated herein by reference).
2.2	Agreement and Plan of Merger, dated as of June 28, 2009, by and among Enterprise Products Partners L.P., Enterprise Products GP, LLC, Enterprise Sub A LLC, TEPPCO Partners, L.P. and Texas Eastern Products Pipeline Company, LLC. (Filed as Exhibit 2.2 to the Current Report on Form 8-K of TEPPCO Partners, L.P. (Commission File No. 1-10403) filed on June 29, 2009 and incorporated herein by reference).
3.1*	Second Amended and Restated Limited Liability Company Agreement of Texas Eastern Products Pipeline Company, LLC dated as of October 27, 2009.
3.2*	Fifth Amended and Restated Agreement of Limited Partnership of TEPPCO Partners, L.P. dated as of October 27, 2009.
4.1*	Eighth Supplemental Indenture, dated as of October 27, 2009, among TEPPCO Partners, L.P., TE Products Pipeline Company, LLC, TCTM, L.P., TEPPCO Midstream Companies, LLC, Val Verde Gas Gathering Company, L.P., as the Subsidiary Guarantors, and U.S. Bank National Association, successor to Wachovia Bank, National Association and First Union National Bank, as trustee.
4.2*	Third Supplemental Indenture, dated as of October 27, 2009, among TEPPCO Partners, L.P., TE Products Pipeline Company, LLC, TCTM, L.P., TEPPCO Midstream Companies, LLC, Val Verde Gas Gathering Company, L.P., as the Subsidiary Guarantors, and The Bank of New York Mellon Trust Company, N.A., as trustee.
99.1*	Joint Press Release dated October 26, 2009.

* Filed with this Form 8-K.

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.

TEPPCO PARTNERS, L.P.

By: TEXAS EASTERN PRODUCTS PIPELINE COMPANY,
LLC, its General Partner

Date: October 28, 2009

By: /s/ Michael J. Knesek

Name: Michael J. Knesek

Title: Senior Vice President, Controller and Principal
Accounting Officer of Texas Eastern Products
Pipeline Company, LLC

Exhibit Index

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99.1*	Joint Press Release dated October 26, 2009.

* Filed with this Form 8-K.

**SECOND AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF
TEXAS EASTERN PRODUCTS PIPELINE COMPANY, LLC
A Delaware Limited Liability Company**

This Second Amended and Restated Limited Liability Company Agreement (this “Agreement”) of Texas Eastern Products Pipeline Company, LLC, a Delaware limited liability company (the “Company”), is entered into by Enterprise Products Operating LLC, a Delaware limited liability company, as the sole member (the “Member”) of the Company.

RECITALS

A. The Company owns a 2% general partnership in TEPPCO Partners, L.P., a Delaware limited partnership (“TEPPCO”), and is the sole general partner of TEPPCO.

B. The Amended and Restated Limited Liability Company Agreement of Texas Eastern Products Pipeline Company, LLC was executed effective May 7, 2007 by its sole member, Enterprise GP Holdings L.P. and amended by the First Amendment to the Amended and Restated Limited Liability Company Agreement of Texas Eastern Products Pipeline Company, LLC on November 6, 2008 (the “Existing Agreement”).

C. On October 26, 2009, the Company became a wholly-owned subsidiary of Enterprise Products Partners L.P., a Delaware limited partnership (“Enterprise”), upon the closing of the transactions contemplated by the Agreement and Plan of Merger, dated as of June 28, 2009, by and among Enterprise, Enterprise Products GP, LLC, Enterprise Sub A LLC, TEPPCO and the Company.

D. On October 27, 2009, Enterprise contributed all of the membership interests in the Company to the Member as a capital contribution pursuant to the terms of the Contribution, Conveyance and Assumption Agreement dated as of October 27, 2009, by and among Enterprise, the Member and Enterprise Products OLPGP, Inc.

E. The Member deems it advisable to amend and restate the Existing Agreement in its entirety as set forth herein.

1. Name. The name of the Company is:

Texas Eastern Products Pipeline Company, LLC

2. Formation. The Company was organized as a Delaware limited liability company by the filing of a Certificate of Formation (the “Certificate of Formation”) on March 31, 2000 with the Secretary of State of the State of Delaware under and pursuant to the Delaware Limited Liability Company Act (the “Act”).

3. Purposes. The purposes of the Company are the transaction of any or all lawful business for which limited liability companies may be organized under the Act.

4. Powers. In furtherance of its purposes, but subject to all of the provisions of this Agreement, the Company shall have the power and is hereby authorized to:

- (a) Acquire by purchase, lease, contribution of property or otherwise, own, hold, sell, convey, transfer or dispose of any real or personal property that may be necessary, convenient, or incidental to the accomplishment of the purposes of the Company;
- (b) Act as a trustee, executor, nominee, bailee, director, officer, agent or in some other fiduciary capacity for any person or entity and to exercise all of the powers, duties, rights and responsibilities associated therewith;
- (c) Take any and all actions necessary, convenient or appropriate as trustee, executor, nominee, bailee, director, officer, agent or fiduciary, including the granting or approval of waivers, consents or amendments of rights or powers relating thereto and the execution of appropriate documents to evidence such waivers, consents or amendments;
- (d) Operate, purchase, maintain, finance, improve, own, sell, convey, assign, mortgage, lease or demolish or otherwise dispose of any real or personal property that may be necessary, convenient or incidental to the accomplishment of the purposes of the Company;
- (e) Invest any funds of the Company pending distribution or payment of the same pursuant to the provisions of this Agreement;
- (f) Enter into, perform and carry out contracts of any kind, including without limitation, contracts with any person or entity affiliated with the Member, deemed by the Member to be necessary to, in connection with, convenient to, or incidental to the accomplishment of the purposes of the Company;
- (g) Employ or otherwise engage employees, managers, contractors, advisors, attorneys and consultants and pay reasonable compensation for such services;
- (h) Enter into partnerships, limited liability companies, trusts, associations, corporations or other ventures with other persons or entities in furtherance of the purposes of the Company; and
- (i) Do such other things and engage in such other activities related to the foregoing as may be necessary, convenient or incidental to the conduct of the business of the Company, and have and exercise all of the powers and rights conferred upon limited liability companies formed pursuant to the Act.

5. Principal Business Office. The principal business office of the Company shall be located at such location as may hereafter be determined by the Member.

6. Registered Agent and Registered Office. The address of the initial registered office and name of the initial registered agent of the Company in the State of Delaware, upon whom process against the Company may be served, is as contained in the Certificate of Formation filed with the Secretary of State of the State of Delaware. At any time, the Member may designate another registered agent and/or registered office.

7. Member. The name and the address of the Member are as follows:

Name

Enterprise Products Operating LLC,
a Delaware limited liability company

Address

1100 Louisiana Street
Suite 1000
Houston, Texas 77002

8. Limited Liability. Except as otherwise provided by the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and the Member shall not be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a member of the Company.

9. Capital Contributions. The Member may make capital contributions to the Company, in cash, property or other assets as the Member in its sole discretion shall determine from time to time, but shall have no obligation to do so.

10. Allocation of Profits and Losses. The Company's profits and losses shall be allocated solely to the Member.

11. Distributions. Distributions shall be made to the Member at the times and in the aggregate amounts determined by the Member. Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not make a distribution to the Member on account of its interest in the Company if such distribution would violate Section 18-807 of the Act or other applicable law.

12. Management. The management of the Company shall be exclusively vested in a Board of Directors (the "Board") and, subject to the direction of the Board, the officers (the "Officers"), who shall collectively (Board and Officers) constitute "managers" of the Company within the meaning of the Act. The authority and functions of the Board on the one hand and of the Officers on the other shall be identical to the activity and functions of the board of directors and officers, respectively, of a corporation organized

under the Delaware General Corporation Law. Thus, the business and affairs of the Company shall be managed by the Board, and the day-to-day activities of the Company shall be conducted on the Company's behalf by the Officers, who shall be agents of the Company.

13. Board of Directors. The Board shall consist of one or more individuals (the "Directors") appointed by the Member, such number of Directors to be determined from time to time by the Member. Vacancies on the Board for whatever cause shall be filled by the Member. The Directors shall hold office until their respective successors are chosen and qualify or until their earlier death, resignation or until removed by the Member, in the Member's discretion. The Board may act (a) by majority vote of Directors present at a meeting at which a quorum (consisting of a majority of Directors) is present or (b) by written consent of a majority of the Directors.

14. Officers. The Board may, from time to time as it deems advisable, select natural persons, who shall be agents of the Company, and designate them as Officers of the Company and assign titles (including, without limitation, Chairman, President, Vice President, Secretary, Treasurer, Assistant Secretary, and Assistant Treasurer) to any such person. Unless the Board decides otherwise, if the title is one commonly used for officers of a business corporation formed under the Delaware General Corporation Law, the assignment of such title shall constitute the delegation to such person of the authorities and duties that are normally associated with that office. Any delegation pursuant to this Section 14 may be revoked at any time by the Board. An Officer may be removed with or without cause by the Board.

15. Other Business. The Member may engage in or possess an interest in other business ventures of every kind and description, independently or with others. The Company shall not have any rights in or to such independent ventures or the income or profits therefrom by virtue of this Agreement.

16. Exculpation and Indemnification. No Member, Director, or Officer shall be liable to the Company or any other person or entity who has an interest in the Company for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Member, Director, or Officer in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Member, Director, or Officer by this Agreement, except that a Member, Director or Officer shall be liable for any such loss, damage or claim incurred by reason of such Member's, Director's, or Officer's willful misconduct. To the full extent permitted by applicable law, a Member, Director, or Officer shall be entitled to indemnification from the Company for any loss, damage or claim incurred by such Member, Director, or Officer by reason of any act or omission performed or omitted by such Member, Director, or Officer in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Member, Director, or Officer by this Agreement, except that no Member, Director, or Officer shall be entitled to be indemnified in respect of any loss, damage or claim incurred by such Member, Director, or Officer by reason of willful misconduct with respect to such acts or omissions; provided, however, that any indemnity

under this Section 16 shall be provided out of and to the extent of Company assets only, and the Member shall not have personal liability on account thereof.

17. Assignments. The Member may at any time assign in whole or in part its limited liability company interest in the Company. If the Member transfers all of its interest in the Company pursuant to this Section 17, the transferee shall be admitted to the Company upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement. Such admission shall be deemed effective immediately prior to the transfer, and, immediately following such admission, the transferor Member shall cease to be a member of the Company.

18. Resignation. The Member may at any time resign from the Company. If the Member resigns pursuant to this Section 18, an additional member shall be admitted to the Company, subject to Section 19 hereof, upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement. Such admission shall be deemed effective immediately prior to the resignation, and, immediately following such admission, the resigning Member shall cease to be a member of the Company.

19. Admission of Additional Members. One or more additional members of the Company may be admitted to the Company with the written consent of the Member.

20. Dissolution.

(a) The Company shall dissolve and its affairs shall be wound up upon the first to occur of the following: (i) the written consent of the Member; (ii) at any time there are no members of the Company unless, within 90 days of the occurrence of the event that terminated the continued membership of the last remaining member of the Company (the "Termination Event"), the personal representative of the last remaining member agrees in writing to continue the Company and to the admission to the Company of such personal representative or its nominee or designee as a Member, effective as of the occurrence of the Termination Event, and such successor or its nominee or designee shall be admitted upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement; or (iii) the entry of a decree of judicial dissolution under Section 18-802 of the Act.

(b) The bankruptcy of the Member shall not cause the Member to cease to be a member of the Company and upon the occurrence of such an event, the business of the Company shall continue without dissolution.

(c) In the event of dissolution, the Company shall conduct only such activities as are necessary to wind up its affairs (including the sale of the assets of the Company in an orderly manner), and the assets of the Company shall be applied in the manner, and in the order of priority, set forth in Section 18-804 of the Act.

21. Severability of Provisions. Each provision of this Agreement shall be considered severable, and if for any reason any provision or provisions herein are

determined to be invalid, unenforceable or illegal under any existing or future law, such invalidity, unenforceability or illegality shall not impair the operation of or affect those portions of this Agreement that are valid, enforceable and legal.

22. Entire Agreement. This Agreement constitutes the entire agreement of the Member with respect to the subject matter hereof.

23. Governing Law. This Agreement shall be governed by, and construed under, the laws of the State of Delaware (without regard to conflict of laws principles), all rights and remedies being governed by said laws.

24. Amendments. This Agreement may not be modified, altered, supplemented or amended except pursuant to a written agreement executed and delivered by the Member.

25. Sole Benefit of Member. The provisions of this Agreement (including Section 9) are intended solely to benefit the Member and, to the fullest extent permitted by applicable law, shall not be construed as conferring any benefit upon any creditor of the Company (and no such creditor shall be a third-party beneficiary of this Agreement), and no Member shall have any duty or obligation to any creditor of the Company to make any contributions or payments to the Company.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, has duly executed this Agreement as of October 27, 2009.

ENTERPRISE PRODUCTS OPERATING LLC

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

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

**FIFTH AMENDED AND RESTATED AGREEMENT OF
LIMITED PARTNERSHIP OF
TEPPCO PARTNERS, L.P.**

THIS FIFTH AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP (this “Agreement”), dated as of October 27, 2009, is entered into and executed by Texas Eastern Products Pipeline Company, LLC, a Delaware limited liability company, as General Partner, and Enterprise Products Operating LLC, a Texas limited liability company, as Limited Partner.

RECITALS

A. On October 26, 2009, (i) Enterprise Sub A merged with and into the General Partner and the General Partner became a wholly owned subsidiary of Enterprise upon the closing of the transactions contemplated by the GP Merger Agreement, and (ii) Enterprise Sub B merged with and into the Partnership and Enterprise acquired all of the outstanding limited partner interests in the Partnership.

B. On October 27, 2009, Enterprise contributed all of the membership interests in the General Partner and all of the limited partner interests in the Partnership to the Limited Partner as a capital contribution pursuant to the terms of the Contribution Agreement as a result of which, after giving effect to this Agreement, (1) the General Partner shall own a 2% general partner interest and the Incentive Distribution Rights in the Partnership, and be the sole general partner of the Partnership, and (2) the Limited Partner shall own a 98% limited partner interest in the Partnership, and be the sole limited partner of the Partnership.

C. The General Partner and the Limited Partner deem it advisable to amend and restate the Existing Partnership Agreement in its entirety as set forth herein.

**ARTICLE I
DEFINITIONS**

The following definitions shall for all purposes, unless otherwise clearly indicated to the contrary, apply to the terms used in this Agreement.

“*Affiliate*” means, with respect to any Person, any other Person that directly or indirectly through one or more intermediaries controls, is controlled by or is under common control with, the Person in question. As used herein, the term “control” means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities.

“*Cash from Operations*” has the meaning ascribed to such term in the Existing Partnership Agreement.

“*Certificate of Limited Partnership*” means the Certificate of Limited Partnership filed with the Secretary of State of the State of Delaware as described in the first sentence of Section 2.5 as amended or restated from time to time.

“*Contribution Agreement*” means the Contribution, Conveyance and Assumption Agreement, dated as of October 27, 2009, by and among Enterprise, OLP GP and the Limited Partner.

“*Delaware Act*” means the Delaware Revised Uniform Limited Partnership Act, as amended from time to time, and any successor to such act.

“*Enterprise*” means Enterprise Products Partners L.P., a Delaware limited partnership.

“*Enterprise GP*” means Enterprise Products GP, LLC, a Delaware limited liability company.

“*Enterprise Sub A*” means Enterprise Sub A LLC, a Delaware limited liability company and a wholly owned subsidiary of Enterprise.

“*Enterprise Sub B*” means Enterprise Sub B LLC, a Delaware limited liability company and a wholly owned subsidiary of Enterprise.

“*Existing Partnership Agreement*” means the Fourth Amended and Restated Agreement of Limited Partnership of TEPPCO Partners, L.P. dated December 8, 2006, as amended by Amendment No. 1 thereto adopted effective as of December 27, 2007 and Amendment No. 2 thereto dated as of November 6, 2008.

“*General Partner*” means Texas Eastern Products Pipeline Company, LLC, a Delaware limited liability company.

“*GP Merger Agreement*” means the Agreement and Plan of Merger, dated as of June 28, 2009, by and among Enterprise, Enterprise GP, Enterprise Sub A, the Partnership and the General Partner.

“*Incentive Distribution Rights*” means the rights of the General Partner to receive an increasing percentage of Cash from Operations pursuant to Section 5.4 of the Existing Partnership Agreement.

“*Indemnitee*” means (a) the General Partner, (b) any Person who is an Affiliate of the General Partner, (c) any Person who is serving at the request of the General Partner or any Affiliate of the General Partner as a member, partner, director, officer, fiduciary or trustee of the General Partner or any subsidiary or other Affiliate controlled by the Partnership, and (d) any Person the General Partner designates as an “Indemnitee” for purposes of this Agreement.

“*Limited Partner*” means Enterprise Products Operating LLC, a Texas limited liability company.

“*OLP GP*” means Enterprise Products OLPGP, Inc., a Delaware corporation.

“*Partner*” means the General Partner or the Limited Partner.

“*Partnership*” means TEPPCO Partners, L.P., a Delaware limited partnership.

“*Person*” means an individual or a corporation, firm, limited liability company, partnership, joint venture, unincorporated organization, association, government agency or political subdivision thereof or other entity.

“*Percentage Interest*” means, with respect to any Partner, the percentage interest of such Partner in the Partnership as set forth in Section 2.7 of this Agreement.

ARTICLE II

ORGANIZATIONAL MATTERS

2.1 *Formation.* The General Partner and the Limited Partner hereby continue the Partnership as a limited partnership pursuant to the provisions of the Delaware Act. The General Partner and the Limited Partner hereby enter into this Agreement to set forth the rights and obligations of the Partnership and certain matters related thereto. Except as expressly provided herein to the contrary, the rights and obligations of the Partners and the administration, dissolution and termination of the Partnership shall be governed by the Delaware Act.

2.2 *Name.* The name of the Partnership shall be, and the business of the Partnership shall be conducted under the name of, “TEPPCO Partners, L.P.”

2.3 *Principal Office; Registered Office.*

(a) The principal office of the Partnership shall be at 1100 Louisiana Street, 10th Floor, Houston, Texas 77002 or such other place as the General Partner may from time to time designate.

(b) Unless and until changed by the General Partner, the address of the Partnership’s registered office in the State of Delaware shall be the Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801, and the name of the Partnership’s registered agent for service of process at such address shall be The Corporation Trust Company.

2.4 *Term.* The Partnership shall continue in existence until an election to dissolve the Partnership is made by the General Partner.

2.5 *Organizational Certificate.* The Partnership commenced upon the filing of the Certificate of Limited Partnership in accordance with the Delaware Act.

2.6 *Partnership Interests.* Effective as of the date hereof, the Partners shall have Percentage Interests as set forth below:

General Partner
Texas Eastern Products Pipeline Company, LLC

Percentage Interest
2% general partner interest

Limited Partner
Enterprise Products Operating LLC

Percentage Interest
98% limited partner interest

The parties acknowledge and agree that effective as of the date hereof, the Incentive Distribution Rights previously held by the General Partner pursuant to the Existing Partnership Agreement are hereby eliminated.

ARTICLE III

PURPOSE

The purpose and business of the Partnership shall be to engage in any lawful activity for which limited partnerships may be organized under the Delaware Act.

ARTICLE IV

CAPITAL ACCOUNT ALLOCATIONS

4.1 *Capital Accounts.* The Partnership shall maintain a capital account for each of the Partners in accordance with the regulations issued pursuant to Section 704 of the Internal Revenue Code of 1986, as amended (the “Code”), and as determined by the General Partner as consistent therewith.

4.2 *Allocations.* For federal income tax purposes, each item of income, gain, loss, deduction and credit of the Partnership shall be allocated among the Partners in accordance with their Percentage Interests, except that the General Partner shall have the authority to make such other allocations as are necessary and appropriate to comply with Section 704 of the Code and the regulations pursuant thereto.

4.3 *Distributions.* From time to time, but not less often than quarterly, the General Partner shall review the Partnership’s accounts to determine whether distributions are appropriate. The General Partner may make such cash distribution as it, in its sole discretion, may determine without being limited to current or accumulated income or gains from any Partnership funds, including, without limitation, Partnership revenues, capital contributions or borrowed funds; provided, however, that no such distribution shall be made if, after giving effect thereto, the liabilities of the Partnership exceed the fair market value of the assets of the Partnership. In its sole discretion, the General Partner may, subject to the foregoing proviso, also

distribute to the Partners other Partnership property, or other securities of the Partnership or other entities. All distributions by the General Partner shall be made in accordance with the Percentage Interests of the Partners.

ARTICLE V

MANAGEMENT AND OPERATIONS OF BUSINESS

Except as otherwise expressly provided in this Agreement, all powers to control and manage the business and affairs of the Partnership shall be vested exclusively in the General Partner; the Limited Partner shall not have any power to control or manage the Partnership.

ARTICLE VI

RIGHTS AND OBLIGATIONS OF LIMITED PARTNERS

The Limited Partner shall have no liability under this Agreement except as provided for herein or in the Delaware Act.

ARTICLE VII

DISSOLUTION AND LIQUIDATION

The Partnership shall be dissolved, and its affairs shall be wound up as provided in Section 2.4.

ARTICLE VIII

AMENDMENT OF PARTNERSHIP AGREEMENT

The General Partner may amend any provision of this Agreement without the consent of the Limited Partner and may execute, swear to, acknowledge, deliver, file and record whatever documents may be required in connection therewith.

ARTICLE IX

INDEMNIFICATION

9.1 No Indemnatee shall be liable to the Partnership for any act or omission based upon errors of judgment or other fault in connection with the business or affairs of the Partnership (including any act or omission that constitutes negligence of such Indemnatee or for which such Indemnatee is strictly liable) if such Indemnatee's conduct shall not have constituted gross negligence or willful misconduct.

9.2 To the fullest extent permitted by law, the Indemnatee shall be indemnified and held harmless by the Partnership from and against any and all losses, claims, damages, settlements and other amounts (collectively, "Losses") arising from any and all claims (including

attorneys' fees and expenses, as such fees and expenses are incurred), demands, actions, suits or proceedings (civil, criminal, administrative or investigative), in which it may be involved, as a party or otherwise, by reason of the management of the affairs of the Partnership, whether or not it continued to be an Indemnatee or involved in management of the affairs of the Partnership at the time any such liability or expense is paid or incurred, including Losses arising from the negligence or strict liability of such Indemnatee; provided that an Indemnatee shall not be entitled to the foregoing indemnification if a court of competent jurisdiction shall have determined that such Losses resulted primarily from the gross negligence or willful misconduct of such Indemnatee. The termination of a proceeding by judgment, order, settlement or conviction under a plea of nolo contendere, or its equivalent, shall not, of itself, create any presumption that such Losses resulted primarily from the gross negligence or willful misconduct of an Indemnatee or that the conduct giving rise to such liability was not in the best interest of the Partnership. The Partnership shall also indemnify each of the Indemnitees if it is or was a party or is threatened to be made a party to any threatened, pending or completed action by or in the right of the Partnership to procure a judgment in its favor by reason of the fact that such Indemnatee is or was an agent of the Partnership, against any Losses incurred by such Indemnatee in connection with the defense or settlement of such action; provided that such Indemnatee shall not be entitled to the foregoing indemnification if a court of competent jurisdiction shall have determined that any such Losses resulted from the gross negligence or willful misconduct of such Indemnatee. The Partnership may advance an Indemnatee any expenses (including, without limitation, attorneys' fees and expenses) incurred as a result of any demand, action, suit or proceeding referred to in this paragraph (b) provided that (i) the legal action relates to the performance of duties or services by such Indemnatee on behalf of the Partnership; and (ii) such Indemnatee provides a written undertaking to repay to the Partnership the amounts of such advances in the event that such Indemnatee is determined to be not entitled to indemnification hereunder.

9.3 The indemnification provided by this Section 9 shall not be deemed to be exclusive of any other rights to which an Indemnatee may be entitled under any agreement, as a matter of law, in equity or otherwise, and shall inure to the benefit of the heirs, successors and administrators of such Indemnatee.

9.4 Any indemnification pursuant to this Section 9 will be payable only from the assets of the Partnership.

ARTICLE X

GENERAL PROVISIONS

10.1 *Addresses and Notices.* Any notice to the Partnership, the General Partner or the Limited Partner shall be deemed given if received by it in writing at the principal office of the Partnership designated pursuant to Section 2.3(a).

10.2 *Binding Effect.* This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

10.3 *Integration*. This Agreement constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior agreements and understandings pertaining thereto.

10.4 *Severability*. If any provision of this Agreement is or becomes invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof, or of such provision in other respects, shall not be affected thereby.

10.5 *Applicable Law*. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Delaware.

10.6 *Counterparts*. This Agreement may be executed (by original or telecopied signature) in counterparts and by the different parties hereto in separate counterparts, each of which shall be deemed an original, but all of which taken together shall constitute but one and the same instrument.

[Signature page follows]

IN WITNESS WHEREOF, this Agreement has been duly executed by the General Partner and the Limited Partner as of the date set forth above.

GENERAL PARTNER:

TEXAS EASTERN PRODUCTS PIPELINE COMPANY, LLC

By: /s/ Michael A. Creel

Name: Michael A. Creel

Title: President and Chief Executive Officer

LIMITED PARTNER:

ENTERPRISE PRODUCTS OPERATING LLC

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

By: /s/ W. Randall Fowler

Name: W. Randall Fowler

Title: Executive Vice President and Chief Financial
Officer

EIGHTH SUPPLEMENTAL INDENTURE
among
TEPPCO PARTNERS, L.P.
as Issuer,
TE PRODUCTS PIPELINE COMPANY, LLC,
TCTM, L.P.,
TEPPCO MIDSTREAM COMPANIES, LLC
and
VAL VERDE GAS GATHERING COMPANY, L.P.
as Subsidiary Guarantors,
and
U.S. BANK NATIONAL ASSOCIATION
as Trustee

October 27, 2009

7.625% SENIOR NOTES DUE 2012
6.125% SENIOR NOTES DUE 2013
5.90% SENIOR NOTES DUE 2013
6.65% SENIOR NOTES DUE 2018
7.55% SENIOR NOTES DUE 2038

THIS EIGHTH SUPPLEMENTAL INDENTURE, dated as of October 27, 2009 (this “Eighth Supplemental Indenture”), among TEPPCO Partners, L.P., a Delaware limited partnership (the “Partnership”), TE Products Pipeline Company, LLC, a Texas limited liability company (“TE Products”), TCTM, L.P., a Delaware limited partnership (“TCTM”), TEPPCO Midstream Companies, LLC, a Texas limited liability company (“TEPPCO Midstream”), Val Verde Gas Gathering Company, L.P., a Delaware limited partnership (“Val Verde” and together with TE Products, TCTM, and TEPPCO Midstream, the “Subsidiary Guarantors”), and U.S. Bank National Association, successor, pursuant to Section 7.09 of the Original Indenture (as defined below) to Wachovia Bank, National Association and First Union National Bank, as trustee (the “Trustee”).

RECITALS OF THE PARTNERSHIP

WHEREAS, TE Products, TCTM, TEPPCO Midstream and Jonah Gas Gathering Company, a Wyoming general partnership (“Jonah”), or their predecessors, and the Partnership have heretofore executed and delivered to the Trustee an Indenture dated as of February 20, 2002 (the “Base Indenture” and, as amended and supplemented prior to the date hereof, the “Original Indenture”), providing for the issuance from time to time of one or more series of the Partnership’s Debt Securities, and the Guarantee by each of the Subsidiary Guarantors (as defined therein) of the Debt Securities; and

WHEREAS, pursuant to Section 9.02 of the Original Indenture, the Partnership and the Subsidiary Guarantors, when authorized by resolutions of the Board of Directors, and the Trustee may enter into a supplemental indenture to amend or supplement the Indenture with the consent of the Holders of not less than a majority in aggregate principal amount of the Outstanding Debt Securities of each series affected by such supplemental indenture; and

WHEREAS, the only series of Debt Securities that are Outstanding are the 7.625% Senior Notes due 2012 (the “2012 Notes”), the 6.125% Senior Notes due 2013 (the “6.125% 2013 Notes”), the 5.90% Senior Notes due 2013 (the “5.90% 2013 Notes”), the 6.65% Senior Notes due 2018 (the “2018 Notes”) and the 7.55% Senior Notes due 2038 (the “2038 Notes” and, together with the 2012 Notes, the 6.125% 2013 Notes, the 5.90% 2013 Notes and the 2018 Notes, the “Notes”); and

WHEREAS, Enterprise Products Operating LLC and Enterprise Products Partners L.P. (collectively “Enterprise”), have offered to exchange all of the Outstanding Notes, upon the terms and subject to the conditions set forth in the Enterprise Prospectus, dated October 7, 2009, and in the related Letter of Transmittal and Consent (the “Exchange Offers”); and

WHEREAS, in connection with the Exchange Offers, Enterprise has been soliciting consents of the Holders to the amendments to the Indenture set forth herein (and to the execution of this Eighth Supplemental Indenture), and Enterprise has now obtained such consents from the Holders of not less than a majority in aggregate principal amount of the Outstanding Notes of each series; and

WHEREAS, accordingly, this Eighth Supplemental Indenture and the amendments set forth herein are authorized pursuant to Section 9.02 of the Original Indenture; and

WHEREAS, the execution and delivery of this Eighth Supplemental Indenture has been duly authorized by the parties hereto, and all other acts necessary to make this Eighth Supplemental Indenture a valid and binding supplement to the Original Indenture effectively amending the Original Indenture as set forth herein have been duly taken;

NOW, THEREFORE, in consideration of the premises, agreements and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree, for the equal and proportionate benefit of all Holders of the Notes, as follows:

ARTICLE 1.

RELATION TO INDENTURE; DEFINITIONS

Section 1.1. Relation to Indenture.

With respect to the Notes, this Eighth Supplemental Indenture constitutes an integral part of the Indenture.

Section 1.2. Definitions.

The Original Indenture, as amended and supplemented by this Eighth Supplemental Indenture, is referred to herein as the “Indenture.” For all purposes of this Eighth Supplemental Indenture, except as otherwise expressly provided herein, capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed thereto in the Original Indenture.

Section 1.3. General References.

All references in this Eighth Supplemental Indenture to Articles and Sections, unless otherwise specified, refer to the corresponding Articles and Sections of this Eighth Supplemental Indenture; and the terms “herein”, “hereof”, “hereunder” and any other word of similar import refers to this Eighth Supplemental Indenture.

ARTICLE 2.

AMENDMENTS TO INDENTURE

Section 2.1. Amendments.

With respect to all Outstanding Notes:

(a) Sections 4.06, 4.08, 4.09, 4.10, 4.12, 4.13, 4.14, 6.01(h), 9.01(a), 10.01 and 10.02 of the Original Indenture are hereby deleted and the Partnership is hereby released from its obligations thereunder.

(b) Section 2.03(s) of the Original Indenture is hereby amended and restated in its entirety to read as follows:

“(s) the applicability of, and any addition to or change in the covenants and definitions currently set forth in this Indenture.”

(c) Section 4.05 of the Original Indenture is hereby amended and restated in its entirety to read as follows:

“The Partnership shall comply with the provisions of TIA Section 314(a).”

(d) Section 7.01(b)(ii) of the Original Indenture is hereby amended and restated in its entirety to read as follows:

“(ii) in the absence of bad faith on the part of the Trustee, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon any certificates or opinions furnished to the Trustee and conforming to the requirements of this Indenture; but in the case of any such certificates or opinions which by any provision hereof are specifically required to be furnished to the Trustee, the Trustee shall be under a duty to examine the same to determine whether or not they conform to the requirements of this Indenture, but the Trustee shall examine the evidence furnished to it pursuant to Section 4.05 to determine whether or not such evidence conforms to the requirement of TIA Section 314(a).”

(e) The term “Successor Partnership” in Section 1.02 of the Original Indenture is hereby deleted and the following definition for “Successor Partnership” is hereby added to Section 1.01 of the Indenture:

“Successor Partnership” means the resulting, surviving or transferee Person if other than the Partnership in the consolidation or amalgamation of the Partnership with or merger of the Partnership with and into any Person, or sale, conveyance, transfer, lease or other disposition of all or substantially all of the Partnership’s assets to any Person.”

(f) Any failure by the Partnership to comply with the terms of any of the Sections of the Original Indenture deleted hereby (whether before or after the execution of this Eighth Supplemental Indenture) shall no longer constitute a Default or an Event of Default under the Indenture and shall no longer have any other consequence under the Indenture.

Section 2.2. Deleted Defined Terms.

In conjunction with the amendments identified in Section 2.1 above, the following defined terms used in the Original Indenture are hereby deleted:

“Attributable Indebtedness”, “Capital Lease Obligation”, “Consolidated Net Tangible Assets”, “Funded Debt”, “Permitted Liens”, “Principal Property” and “Sale-Leaseback Transaction”.

Section 2.3. Effectiveness.

This Eighth Supplemental Indenture shall be effective as of the date hereof.

ARTICLE 3.
MISCELLANEOUS

Section 3.1. Certain Trustee Matters.

The recitals contained herein shall be taken as the statements of the Partnership, and the Trustee assumes no responsibility for their correctness.

The Trustee makes no representations as to the validity or sufficiency of this Eighth Supplemental Indenture or the proper authorization or due execution thereof by the Partnership.

Except as otherwise expressly provided herein, no duties, responsibilities or liabilities are assumed, or shall be construed to be assumed, by the Trustee by reason of this Eighth Supplemental Indenture.

Section 3.2. Continued Effect.

Except as expressly supplemented and amended by this Eighth Supplemental Indenture, the Original Indenture shall continue in full force and effect in accordance with the provisions thereof, and the Original Indenture (as supplemented and amended by this Eighth Supplemental Indenture) is in all respects hereby ratified and confirmed. This Eighth Supplemental Indenture and all its provisions shall be deemed a part of the Indenture in the manner and to the extent herein and therein provided.

Section 3.3. Governing Law.

THE LAWS OF THE STATE OF NEW YORK SHALL GOVERN AND BE USED TO CONSTRUE THIS EIGHTH SUPPLEMENTAL INDENTURE.

Section 3.4. Counterparts.

This Eighth Supplemental Indenture may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

[Signature Page Follows]

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

TEPPCO PARTNERS, L.P.

By: Texas Eastern Products Pipeline Company, LLC
Its: General Partner

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

TE PRODUCTS PIPELINE COMPANY, LLC

By: TEPPCO GP, LLC (as successor to TEPPCO GP, Inc.)
Its: Managing Member

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

TCTM, L.P.

By: TEPPCO GP, LLC (as successor to TEPPCO GP, Inc.)
Its: General Partner

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

TEPPCO MIDSTREAM COMPANIES, LLC

By: TEPPCO GP, LLC (as successor to TEPPCO GP, Inc.)
Its: Managing Member

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

VAL VERDE GAS GATHERING COMPANY, L.P.

By: TEPPCO NGL Pipelines, LLC
Its: General Partner

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

U.S. BANK NATIONAL ASSOCIATION, as Trustee

By: /s/ Steven A. Finklea
Name: Steven A. Finklea
Title: Vice President

TEPPCO PARTNERS, L.P.,
as Issuer
TE PRODUCTS PIPELINE COMPANY, LLC,
TCTM, L.P.,
TEPPCO MIDSTREAM COMPANIES, LLC
AND VAL VERDE GAS GATHERING COMPANY, L.P.,
as Subsidiary Guarantors

and
THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,
as Trustee

THIRD SUPPLEMENTAL INDENTURE

Dated as of October 27, 2009

To

INDENTURE

Dated as of May 14, 2007

7.000% FIXED/FLOATING RATE JUNIOR SUBORDINATED NOTES DUE 2067

THIS THIRD SUPPLEMENTAL INDENTURE, dated as of October 27, 2009 (this “Third Supplemental Indenture”), is among TEPPCO Partners, L.P., a Delaware limited partnership (the “Partnership”), TE Products Pipeline Company, LLC, a Texas limited liability company (“TE Products”), TCTM, L.P., a Delaware limited partnership (“TCTM”), TEPPCO Midstream Companies, LLC, a Texas limited liability company (“TEPPCO Midstream”), Val Verde Gas Gathering Company, L.P., a Delaware limited partnership (“Val Verde” and together with TE Products, TCTM and TEPPCO Midstream, the “Subsidiary Guarantors”), and The Bank of New York Mellon Trust Company, N.A., as trustee (the “Trustee”).

RECITALS OF THE PARTNERSHIP

WHEREAS, the Partnership, the Subsidiary Guarantors, or their predecessors, and the Trustee are parties to that certain Indenture, dated as of May 14, 2007 (the “Base Indenture”), the First Supplemental Indenture thereto, dated as of May 18, 2007 and the Second Supplemental Indenture thereto dated as of June 30, 2007 (such Base Indenture, as amended and supplemented by such First Supplemental Indenture and Second Supplemental Indenture, being referred to herein as the “Original Indenture”); and

WHEREAS, pursuant to Section 9.02 of the Original Indenture, the Partnership and the Subsidiary Guarantors, when authorized by resolutions of the Board of Directors, and the Trustee may enter into a supplemental indenture to amend or supplement the Indenture with the consent of the Holders of not less than a majority in aggregate principal amount of the Outstanding Debt Securities of each series affected by such supplemental indenture; and

WHEREAS, the only series of Debt Securities that is Outstanding is the 7.000% Fixed/Floating Rate Junior Subordinated Notes due 2067 (the “Notes”); and

WHEREAS, Enterprise Products Operating LLC and Enterprise Products Partners L.P. (collectively “Enterprise”) have offered to exchange all of the Outstanding Notes, upon the terms and subject to the conditions set forth in the Enterprise Prospectus, dated October 7, 2009, and in the related Letter of Transmittal and Consent (the “Exchange Offer”); and

WHEREAS, in connection with the Exchange Offer, Enterprise has been soliciting consents of the Holders to the amendments to the Original Indenture set forth herein (and to the execution of this Third Supplemental Indenture), and Enterprise has now obtained such consents from the Holders of not less than a majority in aggregate principal amount of the Outstanding Notes; and

WHEREAS, accordingly, this Third Supplemental Indenture and the amendments set forth herein are authorized pursuant to Section 9.02 of the Original Indenture; and

WHEREAS, the execution and delivery of this Third Supplemental Indenture has been duly authorized by the parties hereto, and all other acts necessary to make this Third Supplemental Indenture a valid and binding supplement to the Original Indenture effectively amending the Original Indenture as set forth herein have been duly taken;

NOW, THEREFORE, in consideration of the premises, agreements and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which

are hereby acknowledged, the parties hereto hereby agree, for the equal and proportionate benefit of all Holders of the Notes, as follows:

ARTICLE 1.

RELATION TO INDENTURE; DEFINITIONS

Section 1.1. Relation to Indenture.

With respect to the Notes, this Third Supplemental Indenture constitutes an integral part of the Indenture.

Section 1.2. Definitions.

The Original Indenture, as amended and supplemented hereby, is referred to herein as the “Indenture.” For all purposes of this Third Supplemental Indenture, except as otherwise expressly provided herein, capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed thereto in the Original Indenture.

Section 1.3. General References.

All references in this Third Supplemental Indenture to Articles and Sections, unless otherwise specified, refer to the corresponding Articles and Sections of this Third Supplemental Indenture; and the terms “herein”, “hereof”, “hereunder” and any other word of similar import refers to this Third Supplemental Indenture.

ARTICLE 2.

AMENDMENTS TO INDENTURE

Section 2.1. Amendments.

With respect to all Outstanding Notes:

(a) Sections 4.06, 4.08, 4.09, 4.10, 4.12, 9.01(a), 10.01 and 10.02 of the Base Indenture are hereby deleted and the Partnership is hereby released from its obligations thereunder.

(b) Section 2.03(s) of the Base Indenture is hereby amended and restated in its entirety to read as follows:

“(s) the applicability of, and any addition to or change in the covenants and definitions currently set forth in this Indenture.”

(c) Section 4.05 of the Base Indenture is hereby amended and restated in its entirety to read as follows:

“The Partnership shall comply with the provisions of TIA Section 314(a).”

(d) The term “Successor Partnership” in Section 1.02 of the Base Indenture is hereby deleted and the following definition for “Successor Partnership” is hereby added to Section 1.01 of the Base Indenture:

““Successor Partnership” means the resulting, surviving or transferee Person if other than the Partnership in the consolidation of the Partnership with or merger of the Partnership with and into any Person, or sale, conveyance, transfer, lease or other disposition of all or substantially all of the Partnership’s assets to any Person.”

(e) Section 5.1 of the First Supplemental Indenture, dated as of May 18, 2007, to the Base Indenture is hereby deleted and the Partnership is hereby released from its obligations thereunder.

(f) Any failure by the Partnership to comply with the terms of any of the Sections of the Original Indenture deleted hereby (whether before or after the execution of this Third Supplemental Indenture) shall no longer constitute a Default or an Event of Default under the Indenture and shall no longer have any other consequence under the Indenture.

Section 2.2. Effectiveness.

This Third Supplemental Indenture shall be effective as of the date hereof.

ARTICLE 3.

MISCELLANEOUS

Section 3.1. Certain Trustee Matters.

The recitals contained herein shall be taken as the statements of the Partnership, and the Trustee assumes no responsibility for their correctness.

The Trustee makes no representations as to the validity or sufficiency of this Third Supplemental Indenture or the proper authorization or due execution thereof by the Partnership.

Except as otherwise expressly provided herein, no duties, responsibilities or liabilities are assumed, or shall be construed to be assumed, by the Trustee by reason of this Third Supplemental Indenture.

Section 3.2. Continued Effect.

Except as expressly supplemented and amended by this Third Supplemental Indenture, the Original Indenture shall continue in full force and effect in accordance with the provisions thereof, and the Original Indenture (as supplemented and amended by this Third Supplemental Indenture) is in all respects hereby ratified and confirmed. This Third Supplemental Indenture and all its provisions shall be deemed a part of the Indenture in the manner and to the extent herein and therein provided.

Section 3.3. Governing Law.

THE LAWS OF THE STATE OF NEW YORK SHALL GOVERN AND BE USED TO CONSTRUCT THIS THIRD SUPPLEMENTAL INDENTURE.

Section 3.4. Counterparts.

This Third Supplemental Indenture may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

[Signature Page Follows]

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

TEPPCO PARTNERS, L.P.

By: Texas Eastern Products Pipeline Company, LLC
Its: General Partner

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

TE PRODUCTS PIPELINE COMPANY, LLC

By: TEPPCO GP, LLC (as successor to TEPPCO GP, Inc.)
Its: Managing Member

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

TCTM, L.P.

By: TEPPCO GP, LLC (as successor to TEPPCO GP, Inc.)
Its: General Partner

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

TEPPCO MIDSTREAM COMPANIES, LLC

By: TEPPCO GP, LLC (as successor to TEPPCO GP, Inc.)
Its: Managing Member

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

VAL VERDE GAS GATHERING COMPANY, L.P.

By: TEPPCO NGL Pipelines, LLC
Its: General Partner

By: /s/ W. Randall Fowler

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

**THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A., as Trustee**

By: /s/ Kash Asghar

Name: Kash Asghar
Title: Senior Associate



**Enterprise and TEPPCO Complete Merger; Announce
Results of Exchange Offer for TEPPCO Notes**

Houston, Texas (October 26, 2009) — Enterprise Products Partners L.P. (NYSE: EPD) (“Enterprise”) and TEPPCO Partners, L.P. (“TEPPCO”) today announced that the merger of the two partnerships has been completed. The merger agreement was previously approved by TEPPCO unitholders at a special meeting held October 23, 2009 in Houston. With an enterprise value of approximately \$30 billion, 48,000 miles of pipelines and market capitalization of \$18 billion, Enterprise is now the nation’s largest publicly traded partnership.

“This strategic combination opens up new avenues of growth for Enterprise by diversifying our asset portfolio, strengthening our presence in key geographic regions, and offering new service options, which will give us the opportunity to extend our successful integrated energy value chain business model,” said Enterprise President and Chief Executive Officer Michael A. Creel. “In addition to Enterprise’s well-established infrastructure that serves producers and consumers of natural gas, natural gas liquids, crude oil and petrochemicals, we now offer access to one of the nation’s largest transportation and storage networks for refined products and crude oil.”

With the completion of the merger TEPPCO has become a wholly owned subsidiary of Enterprise. The common units of Enterprise will continue to be traded on the New York Stock Exchange under the ticker symbol EPD. TEPPCO’s units, which had been trading on the NYSE under the ticker symbol TPP, will be delisted and no longer publicly traded. Enterprise expects that the combined administrative services agreement the two partnerships have been operating under since 2005 will help facilitate a smooth transition for customers and investors.

As previously announced, Enterprise is offering to exchange TEPPCO senior and subordinated notes validly tendered for exchange, and not validly withdrawn, prior to their expiration date for Enterprise notes. Enterprise's obligation to complete the exchange offers and consent solicitations are conditioned upon, among other things, completion of the proposed merger of TEPPCO with a wholly owned subsidiary of Enterprise and receipt of valid consents sufficient to effect all of the proposed amendments to the TEPPCO indentures. The merger and related transactions were not conditioned upon the commencement or completion of the exchange offers or consent solicitations. As of 9 a.m. New York City time today (the expiration date) approximately \$1.95 billion of the \$2 billion aggregate principal amount of TEPPCO notes had been tendered for exchange. The following amounts of TEPPCO notes had been tendered for exchange:

TEPPCO Notes	CUSIP No.	Aggregate Principal Amount	Outstanding Principal Amount Tendered as of Early Consent Date	Percentage of Outstanding Principal Amount Tendered as of Early Consent Date
7.625% Senior Notes due 2012	872384AA0	\$ 500,000,000	\$ 490,467,000	98.09%
6.125% Senior Notes due 2013	872384AB8	\$ 200,000,000	\$ 182,560,000	91.28%
5.90% Senior Notes due 2013	872384AD4	\$ 250,000,000	\$ 237,600,000	95.04%
6.65% Senior Notes due 2018	872384AE2	\$ 350,000,000	\$ 349,690,000	99.91%
7.55% Senior Notes due 2038	872384AF9	\$ 400,000,000	\$ 399,575,000	99.89%
7.00% Junior Fixed/Floating Subordinated Notes due 2067	872384AC6	\$ 300,000,000	\$ 287,759,000	95.25%
		\$2,000,000,000	\$1,945,651,000	97.28%

The exchange is scheduled to be completed at the close of business on October 27, 2009.

Enterprise Products Partners L.P. is the largest publicly traded partnership and a leading North American provider of midstream energy services to producers and consumers of natural gas, NGLs, crude oil, refined products and petrochemicals. The partnership's assets include: more than 48,000 miles of onshore and offshore pipelines; approximately 200 million barrels of storage capacity for NGLs, refined products and crude oil; and 27 billion cubic feet of natural gas storage capacity. Services include: natural gas transportation, gathering, processing and storage; NGL fractionation (or separation), transportation, storage, and import and export terminaling; crude oil and refined products storage, transportation and terminaling; offshore production platform;

petrochemical transportation and storage; and a marine transportation business that operates primarily on the United States inland and Intracoastal Waterway systems and in the Gulf of Mexico. For additional information visit www.epplp.com. Enterprise Products Partners L.P. is managed by its general partner, Enterprise Products GP LLC, which is wholly owned by Enterprise GP Holdings L.P. (NYSE: EPE). For more information on Enterprise GP Holdings L.P., visit www.enterprisegp.com.

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