

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

**SCHEDULE 13D/A**

**UNDER THE SECURITIES EXCHANGE ACT OF 1934  
(Amendment No. \*\*)\***

**ENERGY TRANSFER EQUITY, L.P.**

(Name of Issuer)

**Common Units**

(Title of Class of Securities)

**29273V100**

(CUSIP Number)

**Richard H. Bachmann  
1100 Louisiana Street, 10th Floor  
Houston, Texas 77002  
(713) 381-6500**

(Name, Address and Telephone Number  
of Person Authorized to Receive Notices  
and Communications)

**July 6, 2011**

(Date of Event Which Requires Filing of This Statement)

If the filing person has previously filed a statement on Schedule 13G to report this acquisition that is the subject of this Schedule 13D, and is filing this Schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box:

**Note:** Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See §240.13d-7 for other parties to whom copies are to be sent.

\* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

\*\*This Schedule 13D includes amendments to prior Schedule 13Ds made by reporting persons as further explained in Item 1.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act.

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SCHEDULE 13D

CUSIP No. 29273V100

<b>1</b>	NAME OF REPORTING PERSON I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (ENTITIES ONLY)  Randa Duncan Williams	
<b>2</b>	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS)  (a) <input type="radio"/> (b) <input type="radio"/>	
<b>3</b>	SEC USE ONLY	
<b>4</b>	SOURCE OF FUNDS (SEE INSTRUCTIONS)  OO	
<b>5</b>	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)  <input type="radio"/>	
<b>6</b>	CITIZENSHIP OR PLACE OF ORGANIZATION  United States of America	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	<b>7</b>	SOLE VOTING POWER  0
	<b>8</b>	SHARED VOTING POWER  34,020,190
	<b>9</b>	SOLE DISPOSITIVE POWER  0
	<b>10</b>	SHARED DISPOSITIVE POWER  34,020,190
<b>11</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  34,020,190	
<b>12</b>	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)  <input type="radio"/> N/A	
<b>13</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  15.3% (based on the 222,972,708 Common Units reported by the Issuer as outstanding as of May 2, 2011)	
<b>14</b>	TYPE OF REPORTING PERSON  IN	

<b>1</b>	NAME OF REPORTING PERSON I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (ENTITIES ONLY)  The Voting Trustees of the Dan Duncan LLC Voting Trust	
<b>2</b>	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS)  (a) <input type="radio"/> (b) <input type="radio"/>	
<b>3</b>	SEC USE ONLY	
<b>4</b>	SOURCE OF FUNDS (SEE INSTRUCTIONS)  OO	
<b>5</b>	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)  <input type="radio"/>	
<b>6</b>	CITIZENSHIP OR PLACE OF ORGANIZATION  United States of America	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	<b>7</b>	SOLE VOTING POWER  0
	<b>8</b>	SHARED VOTING POWER  33,826,090
	<b>9</b>	SOLE DISPOSITIVE POWER  0
	<b>10</b>	SHARED DISPOSITIVE POWER  33,826,090
<b>11</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  33,826,090	
<b>12</b>	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)  <input type="radio"/> N/A	
<b>13</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  15.2%	
<b>14</b>	TYPE OF REPORTING PERSON  IN	

<b>1</b>	NAME OF REPORTING PERSON I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (ENTITIES ONLY)  The Estate of Dan L. Duncan, Deceased	
<b>2</b>	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS)  (a) <input type="radio"/> (b) <input type="radio"/>	
<b>3</b>	SEC USE ONLY	
<b>4</b>	SOURCE OF FUNDS (SEE INSTRUCTIONS)  OO	
<b>5</b>	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)  <input type="radio"/>	
<b>6</b>	CITIZENSHIP OR PLACE OF ORGANIZATION  United States of America	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH <sup>1</sup>	<b>7</b>	SOLE VOTING POWER  14,000
	<b>8</b>	SHARED VOTING POWER  180,100
	<b>9</b>	SOLE DISPOSITIVE POWER  14,000
	<b>10</b>	SHARED DISPOSITIVE POWER  180,100
<b>11</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  194,100	
<b>12</b>	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)  <input type="radio"/> N/A	
<b>13</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  Less than 1%	
<b>14</b>	TYPE OF REPORTING PERSON  OO — estate	

<sup>1</sup> Numbers reported on this page exclude all Common Units beneficially owned by the Dan Duncan LLC Voting Trust. The Estate of Dan L. Duncan (the "Estate") disclaims beneficial ownership of such Common Units. Additionally, Dr. Ralph S. Cunningham and Richard H. Bachmann, each independent co-executors of the Estate, disclaim beneficial ownership of all interests held by the Estate.

<b>1</b>	NAME OF REPORTING PERSON I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (ENTITIES ONLY)  Dan Duncan LLC    76-0516773	
<b>2</b>	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS)  (a) <input type="radio"/> (b) <input type="radio"/>	
<b>3</b>	SEC USE ONLY	
<b>4</b>	SOURCE OF FUNDS (SEE INSTRUCTIONS)  OO	
<b>5</b>	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)  <input type="radio"/>	
<b>6</b>	CITIZENSHIP OR PLACE OF ORGANIZATION  Texas	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	<b>7</b>	SOLE VOTING POWER  0
	<b>8</b>	SHARED VOTING POWER  33,826,090
	<b>9</b>	SOLE DISPOSITIVE POWER  0
	<b>10</b>	SHARED DISPOSITIVE POWER  33,826,090
<b>11</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  33,826,090	
<b>12</b>	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)  <input type="radio"/> N/A	
<b>13</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  15.2%	
<b>14</b>	TYPE OF REPORTING PERSON  OO — limited liability company	

<b>1</b>	NAME OF REPORTING PERSON I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (ENTITIES ONLY)  Enterprise Products Holdings LLC (formerly named EPE Holdings, LLC)    13-4297068	
<b>2</b>	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS)  (a) <input type="radio"/> (b) <input type="radio"/>	
<b>3</b>	SEC USE ONLY	
<b>4</b>	SOURCE OF FUNDS (SEE INSTRUCTIONS)  OO	
<b>5</b>	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)  <input type="radio"/>	
<b>6</b>	CITIZENSHIP OR PLACE OF ORGANIZATION  Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	<b>7</b>	SOLE VOTING POWER  0
	<b>8</b>	SHARED VOTING POWER  33,826,090
	<b>9</b>	SOLE DISPOSITIVE POWER  0
	<b>10</b>	SHARED DISPOSITIVE POWER  33,826,090
<b>11</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  33,826,090	
<b>12</b>	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)  <input type="radio"/> N/A	
<b>13</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  15.2%	
<b>14</b>	TYPE OF REPORTING PERSON  OO — limited liability company	

CUSIP No. 29273V100

<b>1</b>	NAME OF REPORTING PERSON I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (ENTITIES ONLY)  Enterprise Products Partners L.P. 76-0568219	
<b>2</b>	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS)  (a) <input type="radio"/> (b) <input type="radio"/>	
<b>3</b>	SEC USE ONLY	
<b>4</b>	SOURCE OF FUNDS (SEE INSTRUCTIONS)  OO	
<b>5</b>	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)  <input type="radio"/>	
<b>6</b>	CITIZENSHIP OR PLACE OF ORGANIZATION  Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	<b>7</b>	SOLE VOTING POWER  0
	<b>8</b>	SHARED VOTING POWER  33,826,090
	<b>9</b>	SOLE DISPOSITIVE POWER  0
	<b>10</b>	SHARED DISPOSITIVE POWER  33,826,090
<b>11</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  33,826,090	
<b>12</b>	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)  <input type="radio"/> N/A	
<b>13</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  15.2%	
<b>14</b>	TYPE OF REPORTING PERSON  PN	

<b>1</b>	NAME OF REPORTING PERSON I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (ENTITIES ONLY)  Enterprise Products OLPGP, Inc.    83-0378402	
<b>2</b>	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS)  (a) <input type="radio"/> (b) <input type="radio"/>	
<b>3</b>	SEC USE ONLY	
<b>4</b>	SOURCE OF FUNDS (SEE INSTRUCTIONS)  OO	
<b>5</b>	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)  <input type="radio"/>	
<b>6</b>	CITIZENSHIP OR PLACE OF ORGANIZATION  Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	<b>7</b>	SOLE VOTING POWER  0
	<b>8</b>	SHARED VOTING POWER  33,826,090
	<b>9</b>	SOLE DISPOSITIVE POWER  0
	<b>10</b>	SHARED DISPOSITIVE POWER  33,826,090
<b>11</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  33,826,090	
<b>12</b>	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)  <input type="radio"/> N/A	
<b>13</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  15.2%	
<b>14</b>	TYPE OF REPORTING PERSON  CO	

<b>1</b>	NAME OF REPORTING PERSON I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (ENTITIES ONLY)  Enterprise Products Operating LLC    26-0430539	
<b>2</b>	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS)  (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
<b>3</b>	SEC USE ONLY	
<b>4</b>	SOURCE OF FUNDS (SEE INSTRUCTIONS)  OO	
<b>5</b>	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)  <input type="checkbox"/>	
<b>6</b>	CITIZENSHIP OR PLACE OF ORGANIZATION  Texas	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	<b>7</b>	SOLE VOTING POWER  0
	<b>8</b>	SHARED VOTING POWER  33,826,090
	<b>9</b>	SOLE DISPOSITIVE POWER  0
	<b>10</b>	SHARED DISPOSITIVE POWER  33,826,090
<b>11</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  33,826,090	
<b>12</b>	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)  <input type="checkbox"/> N/A	
<b>13</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  15.2%	
<b>14</b>	TYPE OF REPORTING PERSON  OO — limited liability company	

<b>1</b>	NAME OF REPORTING PERSON I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (ENTITIES ONLY)  Enterprise ETE LLC    76-0568219	
<b>2</b>	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS)  (a) <input type="radio"/> (b) <input type="radio"/>	
<b>3</b>	SEC USE ONLY	
<b>4</b>	SOURCE OF FUNDS (SEE INSTRUCTIONS)  OO	
<b>5</b>	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)  <input type="radio"/>	
<b>6</b>	CITIZENSHIP OR PLACE OF ORGANIZATION  Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	<b>7</b>	SOLE VOTING POWER  0
	<b>8</b>	SHARED VOTING POWER  33,826,090
	<b>9</b>	SOLE DISPOSITIVE POWER  0
	<b>10</b>	SHARED DISPOSITIVE POWER  33,826,090
<b>11</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  33,826,090	
<b>12</b>	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)  <input type="radio"/> N/A	
<b>13</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  15.2%	
<b>14</b>	TYPE OF REPORTING PERSON  OO — limited liability company	

## Item 1. Security and Issuer.

This Schedule 13D/A relates to the common units (the “Common Units”) representing limited partner interests in Energy Transfer Equity, L.P., a Delaware limited partnership (the “Issuer” or “ETE”), whose principal executive offices are located at 3738 Oak Lawn Avenue, Dallas, Texas 75219.

This Schedule 13D/A represents: (i) Amendment No. 4 to the Schedule 13D originally filed by certain reporting persons with the Commission on May 17, 2007, as amended by Amendment No. 1 thereto, filed May 18, 2010, as further amended by Amendment No. 2 thereto, filed December 7, 2010, and as further amended by Amendment No. 3 thereto, filed May 26, 2011 (the “Original Schedule 13D”); (ii) Amendment No. 4 to the Schedule 13D originally filed by other reporting persons with the Commission on April 8, 2010 following the death of Dan L. Duncan on March 29, 2010, as amended by Amendment No. 1 thereto, filed May 18, 2010, as further amended by Amendment No. 2 thereto, filed December 7, 2010, and as further amended by Amendment No. 3 thereto, filed May 26, 2011 (the “Duncan Trustee 13D”); (iii) Amendment No. 3 to the Schedule 13D filed by other reporting persons with the Commission on May 18, 2010, as amended by Amendment No. 1 thereto, filed December 7, 2010, and as further amended by Amendment No. 2 thereto, filed May 26, 2011 (the “Estate 13D”); and (iv) Amendment No. 2 to the Schedule 13D filed by other reporting persons with the Commission on December 7, 2010 following the merger of Enterprise GP Holdings L.P. (“EPE”) with a subsidiary of Enterprise Products Partners L.P., and as amended by Amendment No. 1 thereto, filed May 26, 2011 (the “Enterprise Products 13D”).

## Item 2. Identity and Background.

Item 2 of each of the Original Schedule 13D, the Duncan Trustee 13D, the Estate 13D and the Enterprise Products 13D is hereby amended and restated to read in its entirety as follows:

This Schedule 13D is being filed by:

- (i) Randa Duncan Williams, a citizen of the United States residing in Houston, Texas (“Ms. Williams”);
- (ii) the voting trustees (the “DD LLC Trustees”) of the Dan Duncan LLC Voting Trust (the “DD LLC Voting Trust”) pursuant to the Dan Duncan LLC Voting Trust Agreement by and among Dan Duncan LLC, Dan L. Duncan as the sole member and Dan L. Duncan as the initial voting trustee (the “DD Trust Agreement”);
- (iii) the estate of Dan L. Duncan (the “Estate”) by the independent co-executors of the Estate (the “Executors”);
- (iv) Dan Duncan LLC, a Texas limited liability company (“DD LLC”);
- (v) Enterprise Products Holdings LLC (formerly named EPE Holdings, LLC), a Delaware limited liability company (“EPD GP”);
- (vi) Enterprise Products Partners L.P., a Delaware limited partnership (“EPD”);
- (vii) Enterprise Products OLPGP, Inc., a Delaware corporation (“OLPGP”);
- (viii) Enterprise Products Operating LLC, a Texas limited liability company (“EPO”); and
- (ix) Enterprise ETE LLC, a Delaware limited liability company and successor by merger to Enterprise GP Holdings L.P. (“Enterprise ETE,” and together with Ms. Williams, the DD LLC Trustees, the Estate, DD LLC, EPD GP, EPD, OLPGP and EPO, the “Reporting Persons”) to amend the Original Schedule 13D, Duncan Trustee 13D, the Estate 13D and the Enterprise Products 13D.

Unless otherwise defined herein, capitalized terms used herein shall have the meanings set forth in the Original Schedule 13D, the Duncan Trustee 13D, the Estate 13D and the Enterprise Products 13D, as applicable.

Ms. Williams is a voting trustee of the DD LLC Voting Trust, an independent co-executor of the Estate and a beneficiary of the Estate. Ms. Williams is currently Chairman and a Director of Enterprise Products Company, a Texas corporation, formerly named EPCO, Inc. (“EPCO”). The business address of Ms. Williams is 1100 Louisiana Street, 10th Floor, Houston, Texas 77002.

The DD LLC Trustees are voting trustees that collectively hold record ownership of the sole membership interest in DD LLC, on behalf of the Estate as the economic owner of the membership interests succeeding Dan L. Duncan. The voting trustees under the DD Trust Agreement consist of up to three trustees. The current DD LLC Trustees are: (1) Ms. Williams, a daughter of Dan L. Duncan; (2) Dr. Ralph S. Cunningham; and (3) Mr. Richard H. Bachmann. The DD LLC Trustees collectively obtained record ownership of the sole membership interest in DD LLC on March 29, 2010 as a result of the passing of Dan L. Duncan. The DD LLC Trustees serve in such capacity without compensation, but they are entitled to incur reasonable charges and expense deemed necessary and proper for administering the DD Trust Agreement and to reimbursement and indemnification. The DD Trust Agreement is governed by Texas law. The business address of the DD LLC Trustees is 1100 Louisiana Street, 10th Floor, Houston, Texas 77002.

The independent co-executors of the Estate were appointed on April 27, 2010. The current independent co-executors of the Estate are: (1) Ms. Williams; (2) Dr. Cunningham; and (3) Mr. Bachmann. The business address of the Estate and the Executors is 1100 Louisiana Street, 10th Floor, Houston, Texas 77002.

Dr. Cunningham is currently the Chairman and a Director of EPD GP, which is the general partner of EPD. Dr. Cunningham is also a Vice Chairman and a Director of EPCO, and Executive Vice President and a Manager of DD LLC. Dr. Cunningham is a U.S. citizen.

Mr. Bachmann is currently a Director of EPD GP, the Chief Executive Officer, President and a Director of EPCO, and Executive Vice President, Secretary and a Manager of DD LLC. Mr. Bachmann is a U.S. citizen.

DD LLC is an entity currently owned economically by the Estate. However, DD LLC is controlled by the DD LLC Trustees through their collective holding of the sole membership interest in DD LLC. DD LLC owns 100% of the membership interests in EPD GP. DD LLC also owns 100% of the membership interests in DFI Holdings LLC, a Delaware limited liability company (“DFI Holdings”), the sole general partner of DFI GP Holdings. DD LLC has no independent operations, and its principal functions are to directly and indirectly hold the membership and general partner interests (as applicable) in (i) EPD GP, (ii) EPD, (iii) DFI Holdings and (iv) other personal investments of Dan L. Duncan now economically owned by the Estate. DD LLC’s principal business and office address is 1100 Louisiana Street, 10th Floor, Houston, Texas 77002.

EPD GP owns a non-economic general partner interest in EPD. EPD GP has no independent operations, and its principal function is to directly and indirectly hold general partner interests in EPD. EPD GP’s principal business address and principal office address is 1100 Louisiana Street, 10th Floor, Houston, Texas 77002.

EPD owns 100% of the equity interests in OLPGP and 99.999% of the membership interests in EPO. EPD has no independent operations, and its principal functions are to directly and indirectly hold membership interests in EPO. EPD’s principal business address and principal office address is 1100 Louisiana Street, 10th Floor, Houston, Texas 77002.

OLPGP owns 0.001% of the membership interests in EPO. OLPGP has no independent operations, and its principal functions are to directly and indirectly hold membership interests in EPO and other affiliates of EPD. OLPGP’s principal business address and principal office address is 1100 Louisiana Street, 10th Floor, Houston, Texas 77002.

EPO is an indirect wholly owned subsidiary of EPD and owns 100% of the membership interests in Enterprise ETE. EPO’s principal business includes: natural gas gathering, processing, transportation and storage; NGL fractionation (or separation), transportation, storage and import and export terminaling; crude oil transportation; and offshore production platform services. EPO’s principal business address is 1100 Louisiana Street, 10th Floor, Houston, Texas 77002.

Enterprise ETE currently owns 33,826,090 Common Units. Enterprise ETE has no independent operations, and its current principal functions are to directly hold 33,826,090 Common Units. Enterprise ETE's principal business address and principal office address is 1100 Louisiana Street, 10th Floor, Houston, Texas 77002.

Appendix A hereto sets forth information with respect to the directors and executive officers of EPD GP, the managers and executive officers of DD LLC and the directors and executive officers of OLPGP and Enterprise ETE (collectively, the "Listed Persons"). There are no directors, managers or executive officers for EPD, which is managed by its general partner, EPD GP. There are no directors, managers or executive officers of EPO, which is managed by its sole manager, OLPGP.

During the last five years, no Reporting Person nor, to the best of their knowledge, any Listed Person has been: (i) convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors) or (ii) a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

### **Item 3. Source and Amount of Funds or Other Consideration.**

Item 3 of each of the Original Schedule 13D, the Duncan Trustee 13D, the Estate 13D and the Enterprise Products 13D is hereby amended to add the following paragraph:

On July 6, 2011, pursuant to the ETE Common Unit Purchase Agreement dated as of July 6, 2011 by and between Enterprise ETE and Kelcy Warren Partners, L.P. (the "Purchase Agreement"), Enterprise ETE agreed to sell 700,000 Common Units to Kelcy Warren Partners, L.P. in a private sale (the "Sale"). Upon consummation of the Sale on July 11, 2011, Enterprise ETE directly owned 33,826,090 Common Units, or 15.2% of the outstanding Common Units.

Except as stated above, no Reporting Person has any plans or proposals of the type referred to in clauses (a) through (j) of Item 4 of Schedule 13D, although they reserve the right to formulate such plans or proposals in the future. The Reporting Persons may change their plans or proposals in the future. In determining from time to time whether to sell the Common Units reported as beneficially owned in this Schedule 13D (and in what amounts) or to retain such securities, the Reporting Persons will take into consideration such factors as they deem relevant, including the business and prospects of the Issuer, anticipated future developments concerning the Issuer, existing and anticipated market conditions from time to time, general economic conditions, regulatory matters, and other opportunities available to the Reporting Persons. The Reporting Persons reserve the right to acquire additional securities of the Issuer in the open market, in privately negotiated transactions (which may be with the Issuer or with third parties) or otherwise, to dispose of all or a portion of their holdings of securities of the Issuer or to change their intention with respect to any or all of the matters referred to in Item 4 below.

### **Item 4. Purpose of the Transaction.**

Item 4 of each of the Original Schedule 13D, the Duncan Trustee 13D, the Estate 13D and the Enterprise Products 13D is hereby amended to add the following paragraph:

As disclosed in Item 3, Enterprise ETE sold 700,000 Common Units in the Sale, which Sale was consummated on July 11, 2011. The description of the Sale set forth in Item 3 above is hereby incorporated by reference in its entirety into this Item 4.

Except as stated above, no Reporting Person has any plans or proposals of the type referred to in clauses (a) through (j) of Item 4 of Schedule 13D, although they reserve the right to formulate such plans or proposals in the future. The Reporting Persons may change their plans or proposals in the future. In determining from time to time whether to sell the Common Units reported as beneficially owned in this Schedule 13D (and in what amounts) or to retain such securities, the Reporting Persons will take into consideration such factors as they deem relevant, including the business and prospects of the Issuer, anticipated future developments concerning the Issuer, existing and anticipated market conditions from time to time, general economic conditions, regulatory matters, and other opportunities available to the Reporting Persons. The Reporting Persons reserve the right to acquire additional securities of the Issuer in the open market, in privately negotiated transactions (which may be with the Issuer or with

third parties) or otherwise, to dispose of all or a portion of their holdings of securities of the Issuer or to change their intention with respect to any or all of the matters referred to in this Item 4.

#### **Item 5. Interests in Securities of the Issuer.**

Item 5 of each of the Original Schedule 13D, Duncan Trustee 13D, the Estate 13D and the Enterprise Products 13D is hereby amended and restated to read in its entirety as follows:

(a) and (b) As set forth herein, Randa Duncan Williams may be deemed to have beneficial ownership of the 34,020,190 Common Units representing approximately 15.3% of the outstanding Common Units, including Common Units deemed beneficially owned through her indirect influence as one of three voting trustees controlling DD LLC or as one of three independent co-executors of the Estate. Ms. Williams has shared voting and dispositive power over the 34,020,190 Units consisting of (i) the 33,826,090 Common Units beneficially owned by DD LLC, by virtue of her status as one of the DD LLC Trustees and (ii) the 194,100 Common Units beneficially owned by the Estate, by virtue of her status as one of the independent co-executors of the Estate. Ms. Williams disclaims beneficial ownership of the Common Units beneficially owned by the DD LLC Trustees and the Estate except to the extent of her voting and dispositive interests in such Common Units.

As set forth herein, pursuant to the DD LLC Trust Agreement, the DD LLC Trustees have shared voting and dispositive power over the 33,826,090 Common Units beneficially owned by DD LLC, representing approximately 15.2% of the outstanding Common Units. Except as set forth in the DD LLC Trust Agreement, voting with respect to membership interests of DD LLC by the DD LLC Trustees is by majority vote.

As set forth herein, the Estate and the Executors collectively have beneficial ownership over 194,100 Common Units beneficially owned by the Estate, representing less than 1% of the outstanding Common Units. The Common Units beneficially owned and voting and dispositive power related to these Common Units consists of (i) sole voting and dispositive power over the 14,000 Common Units owned directly by the Estate and (ii) shared voting and dispositive power over the 180,100 Common Units owned directly by DD Securities LLC, of which the Estate is the sole member.

The Estate is also the beneficial owner of 50.427% of the voting stock of EPCO held of record collectively by the voting trustees (the "EPCO Trustees") of the EPCO, Inc. Voting Trust (the "EPCO Voting Trust") pursuant to the EPCO, Inc. Voting Trust Agreement, by and among EPCO, Inc., Dan L. Duncan as the shareholder and Dan L. Duncan as the initial voting trustee (the "EPCO Trust Agreement"). The EPCO Trustees are voting trustees that collectively hold record ownership of a majority of the outstanding shares of Class A Common Stock, the only class of capital stock with voting rights (the "Class A Common Stock"), in EPCO, on behalf of the Estate as the economic owner succeeding Dan L. Duncan. The voting trustees under the EPCO Trust Agreement consist of up to three voting trustees. The current EPCO Trustees are: (1) Ms. Williams; (2) Dr. Cunningham; and (3) Mr. Bachmann. The EPCO Trustees collectively obtained record ownership of the Class A Common Stock of EPCO on March 29, 2010 as a result of the passing of Dan L. Duncan. The EPCO Trustees serve in such capacity without compensation, but they are entitled to incur reasonable charges and expense deemed necessary and proper for administering the EPCO Trust Agreement and to reimbursement and indemnification. The EPCO Trust Agreement is governed by Texas law. EPCO Holdings, Inc. ("EPCO Holdings") is a wholly owned subsidiary of EPCO. Duncan Family Interests, Inc. ("DFI") is a wholly owned subsidiary of EPCO Holdings. DFI owns 30.9% of the limited partner interests in EPD. EPD currently beneficially owns 33,826,090 Common Units.

Enterprise ETE holds directly 33,826,090 Common Units. EPO is the sole member of Enterprise ETE. EPO is owed 99.999% by EPD and 0.001% by OLPGP, which is EPO's sole manager. EPD owns all of the equity interests in OLPGP. EPD GP is the general partner of EPD. DD LLC owns 100% of the membership interests in, and is the sole member of EPD GP. DD LLC also owns 100% of the membership interests in, and is a 4% limited partner of DFI GP Holdings. The Estate is the economic owner of the member interests in DD LLC. Enterprise ETE currently owns 33,826,090 Common Units. Enterprise ETE has no independent operations, and its current principal functions are to directly hold equity interests in the Issuer.

The aforementioned ownership amounts of Common Units by the Reporting Persons are as of July 11, 2011, our most recent practicable date for this filing on Schedule 13D. The percentage ownership amounts are based on the 222,972,708 Common Units reported by the Issuer as outstanding as of May 2, 2011.

(c) Except as otherwise set forth herein or as otherwise reported by the Reporting Persons on Schedule 13D, none of the Reporting Persons has effected any transactions in Common Units in the past 60 days.

(d) No person other than as set forth in the response to this Item 5 has the right to receive or the power to direct the receipt of distributions or dividends from, or the proceeds from the transfer of, the Common Units beneficially owned by the Reporting Persons.

(e) Not applicable.

#### **Item 7. Material to be Filed as Exhibits.**

Item 7 of each of the Original Schedule 13D, the Duncan Trustee 13D, the Estate 13D and the Enterprise Products 13D is hereby amended and restated to read in its entirety as follows:

- 99.1 Securities Purchase Agreement, dated as of May 7, 2007, by and among Enterprise GP Holdings L.P., Natural Gas Partners VI, L.P., Ray C. Davis, Avatar Holdings, LLC, Avatar Investments, LP, Lon Kile, MHT Properties, Ltd., P. Brian Smith Holdings, LP., and LE GP, LLC (incorporated by reference to Exhibit 10.1 to EPE's Current Report on Form 8-K filed with the Commission on May 10, 2007).
- 99.2 Unitholder Rights and Restrictions Agreement, dated May 7, 2007, by and among Energy Transfer Equity, L.P., Enterprise GP Holdings L.P., Ray C. Davis and Natural Gas Partners VI, L.P. (incorporated by reference to Exhibit 10.3 to EPE's Current Report on Form 8-K filed with the Commission on May 10, 2007).
- 99.3 Third Amended and Restated Agreement of Limited Partnership of Energy Transfer Equity, L.P. (incorporated by reference to Exhibit 3.3 to ETE's Form S-1 (File No. 333-128097) filed on January 23, 2006).
- 99.4 Amendment No. 1 to Third Amended and Restated Agreement of Limited Partnership of Energy Transfer Equity, L.P. (incorporated by reference to Exhibit 3.3.1 to ETE's Form 10-K (File No. 1-32740) filed on August 31, 2006).
- 99.5 Amendment No. 2 to Third Amended and Restated Agreement of Limited Partnership of Energy Transfer Equity, L.P. (incorporated by reference to Exhibit 3.3.2 to ETE's Form 8-K (File No. 1-32740) filed on November 13, 2007).
- 99.6 Joint Filing Agreement among the Reporting Persons dated December 7, 2010 (incorporated by reference to Exhibit 99.6 to the Schedule 13D/A filed on December 7, 2010).
- 99.7 ETE Common Unit Purchase Agreement dated as of May 22, 2011 by and among Enterprise Products Partners L.P., Enterprise ETE LLC and the Purchasers named therein (incorporated by reference to Exhibit 99.7 to the Schedule 13D/A filed on May 26, 2011).
- 99.8\* ETE Common Unit Purchase Agreement dated as of July 6, 2011 by and between Enterprise ETE LLC and Kelcy Warren Partners, L.P.

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\* Filed herewith

**SIGNATURES**

After reasonable inquiry and to the best of each of the undersigned's knowledge and belief, each of the undersigned hereby certifies that the information set forth in this statement is true, complete and correct.

Dated: July 11, 2011

RANDA DUNCAN WILLIAMS

By: (1) \_\_\_\_\_

Dated: July 11, 2011

The DD LLC TRUSTEES pursuant to the Dan Duncan LLC Voting Trust Agreement

The ESTATE of DAN L. DUNCAN

By: (1)(2)(3) \_\_\_\_\_

Dated: July 11, 2011

DAN DUNCAN LLC

By: (3) \_\_\_\_\_

\_\_\_\_\_  
(1) /s/ Randa Duncan Williams

Randa Duncan Williams, individually and in the capacities set forth below, as applicable for the reporting persons noted above: Trustee of the Dan Duncan LLC Voting Trust Agreement; and Independent Co-Executor of the Estate of Dan L. Duncan.

(2) /s/ Ralph S. Cunningham

Dr. Ralph S. Cunningham, in the capacities set forth below as applicable for the reporting persons noted above: Trustee of the Dan Duncan LLC Voting Trust Agreement; and Independent Co-Executor of the Estate of Dan L. Duncan.

(3) /s/ Richard H. Bachmann

Richard H. Bachmann, in the capacities set forth below as applicable for the reporting persons noted above: Trustee of the Dan Duncan LLC Voting Trust Agreement; Independent Co-Executor of the Estate of Dan L. Duncan; and Executive Vice President and Secretary of Dan Duncan LLC.

Dated: July 11, 2011

ENTERPRISE PRODUCTS HOLDINGS LLC

ENTERPRISE PRODUCTS PARTNERS L.P.  
By: Enterprise Products Holdings LLC

ENTERPRISE PRODUCTS OLPGP, INC.

ENTERPRISE PRODUCTS OPERATING LLC  
By: Enterprise Products OLPGP, Inc.

ENTERPRISE ETE LLC

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

**APPENDIX A**

**INFORMATION CONCERNING THE MANAGERS AND EXECUTIVE OFFICERS  
OF  
DAN DUNCAN LLC**

Managers and Executive Officers of Dan Duncan LLC (“DD LLC”). Set forth below is the name, current business address, citizenship, position with DD LLC and the present principal occupation or employment of each manager and executive officer of DD LLC. Unless otherwise indicated below, the current business address for each of the individuals listed below is 1100 Louisiana Street, 10th Floor, Houston, Texas 77002. Unless otherwise indicated, each such person is a citizen of the United States of America.

<b>Name</b>	<b>Position with DD LLC; Other Present Principal Occupation</b>
Richard H. Bachmann	Executive Vice President, Secretary and Manager  Executive Vice President, Secretary and Director of EPCO Holdings; Director of EPD GP; Executive Vice President, Secretary and Manager of DD Securities LLC; President, Chief Executive Officer and Director of EPCO
Ralph S. Cunningham	Executive Vice President and Manager  Executive Vice President and Manager of DD Securities LLC; Chairman of EPD GP; Vice Chairman and Director of EPCO
W. Randall Fowler	Executive Vice President, Chief Financial Officer, Treasurer, and Manager  Executive Vice President, Chief Financial Officer, Treasurer, and Manager of DD Securities LLC; Executive Vice President and Chief Financial Officer of EPD GP and OLPGP; Executive Vice President, Chief Financial Officer and Director of Enterprise ETE; Vice Chairman, Chief Financial Officer and Director of EPCO; President, Chief Executive Officer and Director of EPCO Holdings

**INFORMATION CONCERNING THE DIRECTORS AND EXECUTIVE OFFICERS  
OF  
ENTERPRISE PRODUCTS HOLDINGS LLC**

Directors and Officers of Enterprise Products Holdings LLC ("EPD GP"). Set forth below is the name, current business address, citizenship, position with EPD GP and the present principal occupation or employment of each manager and executive officer of EPD GP. Unless otherwise indicated below, the current business address for each of the individuals listed below is 1100 Louisiana Street, 10th Floor, Houston, Texas 77002. Unless otherwise indicated, each such person is a citizen of the United States of America.

<b>Name</b>	<b>Position with EPD GP; Other Present Principal Occupation</b>
Randa Duncan Williams	Director  Co-Chairman of EPCO Holdings; Director and Chairman of EPCO
Ralph S. Cunningham	Chairman  Executive Vice President and Manager of DD LLC; Executive Vice President and Manager of DD Securities LLC; Vice Chairman and Director of EPCO
Michael A. Creel	Director, President and Chief Executive Officer  Executive Vice President, Chief Financial Officer and Director of EPCO Holdings; Director and Vice Chairman of EPCO; President, Chief Executive Officer and Director of Enterprise ETE; Director, President and Chief Executive Officer of OLPGP
Richard H. Bachmann	Director  Executive Vice President, Secretary and Manager of Dan Duncan LLC and DD Securities LLC; Director, Executive Vice President and Secretary of EPCO Holdings; President, Chief Executive Officer and Director of EPCO
W. Randall Fowler	Executive Vice President and Chief Financial Officer  Executive Vice President, Chief Financial Officer, Treasurer and Manager of Dan Duncan LLC and DD Securities LLC; Vice Chairman, Chief Financial Officer and Director of EPCO; President, Chief Executive Officer and Director of EPCO Holdings; Executive Vice President, Chief Financial Officer and Director of Enterprise ETE; Executive Vice President, Chief Financial Officer and Director of OLPGP
Thurman Andress	Director
Charles E. McMahan	Director
Edwin E. Smith	Director
Charles M. Rampacek	Director
Rex C. Ross	Director
A. James Teague	Director, Executive Vice President and Chief Operating Officer  Executive Vice President and Chief Operating Officer of Enterprise ETE and OLPGP
William Ordemann	Executive Vice President  Executive Vice President and Chief Operating Officer of EPCO Holdings and EPCO; Executive Vice President of Enterprise ETE and OLPGP

**INFORMATION CONCERNING THE MANAGERS AND EXECUTIVE OFFICERS  
OF  
ENTERPRISE PRODUCTS OLPGP, INC.**

Managers and Executive Officers of Enterprise Products OLPGP, Inc. ("OLPGP"), the sole manager of Enterprise Products Operating LLC ("EPO"). Set forth below is the name, current business address, citizenship, position with EPO and the present principal occupation or employment of each manager and executive officer of OLPGP. Unless otherwise indicated below, the current business address for each of the individuals listed below is 1100 Louisiana Street, 10th Floor, Houston, Texas 77002. Unless otherwise indicated, each such person is a citizen of the United States of America.

<b>Name</b>	<b>Position with OLPGP; Other Present Principal Occupation</b>
Michael A. Creel	Director, President and Chief Executive Officer  Executive Vice President, Chief Financial Officer, and Director of EPCO Holdings; Vice Chairman and Director of EPCO; Director, President and Chief Executive Officer of EPD GP; President, Chief Executive Officer and Director of Enterprise ETE
W. Randall Fowler	Executive Vice President, Chief Financial Officer and Director  Executive Vice President, Chief Financial Officer, Treasurer and Manager of Dan Duncan LLC and DD Securities LLC; Vice Chairman, Chief Financial Officer and Director of EPCO, President, Chief Executive Officer and Director of EPCO Holdings; Executive Vice President and Chief Financial Officer of EPD GP; Executive Vice President, Chief Financial Officer and Director of Enterprise ETE
A. James Teague	Executive Vice President and Chief Operating Officer  Executive Vice President, Chief Operating Officer and Director of EPD GP; Executive Vice President and Chief Operating Officer of Enterprise ETE
William Ordemann	Executive Vice President  Executive Vice President of Enterprise ETE and EPD GP; Executive Vice President and Chief Operating Officer of EPCO and EPCO Holdings

**INFORMATION CONCERNING THE DIRECTORS AND EXECUTIVE OFFICERS  
OF  
ENTERPRISE ETE LLC**

Directors and Executive Officers of Enterprise ETE LLC ("Enterprise ETE"). Set forth below is the name, current business address, citizenship, position with Enterprise ETE and the present principal occupation or employment of each director and executive officer of Enterprise ETE. Unless otherwise indicated below, the current business address for each of the individuals listed below is 1100 Louisiana Street, 10th Floor, Houston, Texas 77002. Unless otherwise indicated, each such person is a citizen of the United States of America.

<b>Name</b>	<b>Position with Enterprise ETE; Other Present Principal Occupation</b>
Michael A. Creel	President, Chief Executive Officer and Director  Executive Vice President, Chief Financial Officer, and Director of EPCO Holdings; Vice Chairman and Director of EPCO; Director, President and Chief Executive Officer of EPD GP; Director, President and Chief Executive Officer of OLPGP
W. Randall Fowler	Executive Vice President, Chief Financial Officer and Director  Executive Vice President, Chief Financial Officer, Treasurer and Manager of Dan Duncan LLC and DD Securities LLC; Vice Chairman, Chief Financial Officer and Director of EPCO, President, Chief Executive Officer and Director of EPCO Holdings; Executive Vice President and Chief Financial Officer of EPD GP; Executive Vice President, Chief Financial Officer and Director of OLPGP
A. James Teague	Executive Vice President and Chief Operating Officer  Executive Vice President and Chief Operating Officer of OLPGP; Director, Executive Vice President and Chief Operating Officer of EPD GP
William Ordemann	Executive Vice President  Executive Vice President of OLPGP and EPD GP; Executive Vice President and Chief Operating Officer of EPCO and EPCO Holdings

**ETE COMMON UNIT PURCHASE AGREEMENT**

**by and between**

**ENTERPRISE ETE LLC,  
(successor of Enterprise GP Holdings L.P.)**

**as Seller,**

**and**

**Kelcy Warren Partners, L.P.,**

**as Buyer,**

**for the purchase and sale of**

**700,000 Common Units representing limited partner interests of  
ENERGY TRANSFER EQUITY, L.P.,  
a Delaware limited partnership**

**dated as of July 6, 2011**

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## ETE COMMON UNIT PURCHASE AGREEMENT

This ETE COMMON UNIT PURCHASE AGREEMENT, dated as of July 6, 2011 (this "**Agreement**"), is by and among ENTERPRISE ETE LLC, a Delaware limited liability company ("**Enterprise ETE**" or the "**Seller**"), and KELCY WARREN PARTNERS, L.P., a Texas limited partnership (the "**Buyer**").

WHEREAS, pursuant to that certain Securities Purchase Agreement, dated as of May 7, 2007, by and among Ray C. Davis ("**Davis**"), Avatar Holdings LLC, Avatar Investments LP, Natural Gas Partners VI, L.P. ("**NGP**"), Lon Kile, MHT Properties, Ltd., P. Brian Smith Holdings LP, LE GP, LLC and Enterprise GP Holdings, L.P., Enterprise GP Holdings, L.P. acquired 38,976,090 common units representing beneficial interests in Energy Transfer Equity, L.P., a Delaware limited partnership ("**ETE**," and such common units the "**ETE Common Units**");

WHEREAS, in connection with the purchase and sale of the ETE Common Units, ETE, Enterprise GP Holdings, L.P., Davis and NGP entered into that certain Unitholder Rights and Restrictions Agreement, dated May 7, 2007, detailing certain rights and restrictions of the parties thereto in connection with the purchase and sale of the ETE Common Units;

WHEREAS, on November 22, 2010, in connection with the merger of Enterprise GP Holdings, L.P. with and into Enterprise ETE and subsequent contribution of the membership interests of Enterprise ETE to Enterprise Products Operating LLC, Enterprise ETE became the record holder of the ETE Common Units; and

WHEREAS, Enterprise ETE desires to sell to the Buyer, and the Buyer desires to purchase from Enterprise ETE, an aggregate of 700,000 ETE Common Units (the "**Purchased Units**") in accordance with the provisions of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Seller and the Buyer hereby agree as follows:

### ARTICLE I.

#### SALE AND PURCHASE

##### SECTION 1.1. Agreement to Sell and to Purchase.

(a) Subject to the terms and conditions hereof, Enterprise ETE hereby agrees to sell to Buyer and Buyer hereby agrees to purchase from Enterprise ETE, the Purchased Units, and Buyer agrees to pay Enterprise ETE the Unit Price for each Purchased Unit as set forth in paragraph (b) below.

(b) The amount per ETE Common Unit the Buyer will pay to Enterprise ETE to purchase the Purchased Units (the "**Unit Price**") hereunder shall be \$41.98, for an aggregate purchase price for all of the Purchased Units of \$29,386,000 (the "**Purchase Price**").

**SECTION 1.2. Closing; Delivery of and Payment For Purchased Units at Closing.**

(a) Subject to the terms and conditions hereof, the consummation of the purchase and sale of the Purchased Units hereunder (the “**Closing**”) shall take place at the offices of Andrews Kurth LLP, Houston, Texas, or such other location as mutually agreed by the parties, on July 11, 2011 (the date of such closing, the “**Closing Date**”).

(b) Delivery of the Purchased Units to Buyer shall be made to Buyer against payment by Buyer of the aggregate Purchase Price for all of the Purchased Units to or upon the order of Enterprise ETE by wire transfer in immediately available funds to an account specified by Enterprise ETE.

(c) Delivery of the Purchased Units shall be made in book-entry form with the transfer agent of ETE unless the Buyer shall otherwise instruct at least two business days prior to the Closing Date. Time shall be of the essence, and delivery at the time and place specified pursuant to this Agreement is a further condition of the obligation of the Buyer.

**ARTICLE II.**

**REPRESENTATIONS AND WARRANTIES OF SELLER**

As of the date hereof, Seller hereby represents and warrants to Buyer, as follows:

**SECTION 2.1. Organization.** Seller represents and warrants that it is a limited liability company duly formed, validly existing and in good standing under the laws of Delaware.

**SECTION 2.2. Validity of Agreement; Authorization.** Seller has the power and authority to enter into this Agreement and to carry out its obligations hereunder. The execution and delivery of this Agreement and the performance of Seller’s obligations hereunder have been duly authorized by the Board of Directors of Seller, and no other proceedings on the part of Seller are necessary to authorize such execution, delivery and performance. This Agreement is duly executed and delivered by Seller, and constitutes Seller’s valid and binding obligation enforceable against Seller in accordance with its terms (except to the extent that its enforceability may be limited by applicable bankruptcy, insolvency, reorganization or other similar law affecting the enforcement of creditors’ rights generally or by general equitable principles).

**SECTION 2.3. No Conflict or Violation.** The execution, delivery and performance of this Agreement by Seller does not and will not: (i) violate or conflict with any provision of the Organizational Documents (as defined in Section 8.12) of Seller; (ii) violate any applicable provision of law, statute, judgment, order, writ, injunction, decree, award, rule, or regulation of any foreign, federal, state or local government, court, arbitrator, agency or commission or other governmental or regulatory body or authority (“**Governmental Authority**”); (iii) violate, result in a breach of, constitute (with due notice or lapse of time or

both) a default or cause any obligation, penalty or premium to arise or accrue under any loan agreement, mortgage, security agreement, trust indenture or other material agreement or instrument to which Seller is a party or by which it is bound; or (iv) result in the creation or imposition of any pledges, restrictions on transfer, proxies and voting or other agreements, liens, claims, charges, mortgages, security interests or other legal or equitable encumbrances, limitations or restrictions of any nature whatsoever ("**Encumbrances**") upon any of the properties or assets of Seller.

**SECTION 2.4. Title.** The Purchased Units being sold to Buyer by Seller are owned of record solely by Seller. Upon delivery of the Purchase Price to Seller, Buyer will acquire the Purchased Units free and clear of any Encumbrances other than as set forth in the agreement of limited partnership of ETE, as amended and restated on or prior to the date hereof (the "**ETE Partnership Agreement**") and under applicable securities laws.

**SECTION 2.5. Litigation.** No Action by or against Seller is pending or, to the best knowledge of Seller, threatened, which could affect the legality, validity or enforceability of this Agreement or the consummation of the transactions contemplated hereby or thereby.

**SECTION 2.6. Brokers.** Seller has not employed the services of an investment banker, financial advisor, broker or finder in connection with this Agreement or any of the transactions contemplated hereby.

### ARTICLE III.

#### REPRESENTATIONS AND WARRANTIES OF BUYER

As of the date hereof, Buyer hereby represents and warrants to Seller as follows:

**SECTION 3.1. Organization.** Buyer represents and warrants that it is a limited partnership duly formed, validly existing and in good standing under the laws of Texas.

**SECTION 3.2. Validity of Agreement; Authorization.** Buyer has the power and authority to enter into this Agreement and to carry out its obligations hereunder. This Agreement has been duly executed and delivered by Buyer and constitutes the valid and binding obligation of Buyer enforceable against Buyer in accordance with its terms (except to the extent that its enforceability may be limited by applicable bankruptcy, insolvency or other similar law affecting the enforcement of creditors' rights generally or by general equitable principles).

**SECTION 3.3. No Conflict or Violation.** The execution, delivery and performance by Buyer of this Agreement does not and will not: (a) violate or conflict with any provision of the Organizational Documents of Buyer; (b) violate any applicable provision of law, or any order, judgment or decree of any Governmental Authority, (c) violate or result in a breach of or constitute (with due notice or lapse of time or both) a default under any loan agreement, mortgage, security agreement, trust indenture or other material agreement or instrument to which Buyer is a party or by which he is bound or to which any of its properties or assets is subject or (d) result in the creation or imposition of any Encumbrance upon any of its properties or assets where such violations, breaches, defaults or Encumbrances in the

aggregate would have a material adverse effect on the transactions contemplated hereby or on the assets, properties, net income or financial condition of Buyer.

**SECTION 3.4. Consents and Approvals.** No material consent, approval or authorization of, or filing, registration or qualification with, any Governmental Authority or any other Person (on the part of Buyer), is required for Buyer to execute and deliver this Agreement or the Transaction Documents to which Buyer is a party or to perform its obligations hereunder or thereunder, including under the ETE Partnership Agreement.

**SECTION 3.5. Brokers.** Buyer has not employed the services of an investment banker, financial advisor, broker or finder in connection with this Agreement or any of the transactions contemplated hereby.

**SECTION 3.6. Affiliate Status of Buyer and Nature of Purchased Units; Investment Experience.** Buyer acknowledges that it is able to fend for itself, can bear the economic risk of its investment in the Purchased Units, and has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of an investment in all of such Purchased Units. Buyer is an "accredited investor" as such term is defined in Regulation D under the Securities Act of 1933 (the "**Securities Act**"). Buyer understands that none of the Purchased Units will have been registered pursuant to the Securities Act or any applicable state securities laws. Buyer is an Affiliate of ETE, and as such acknowledges that all of such Purchased Units may be characterized as either "restricted securities" or "control securities" under federal securities laws and that under such laws and applicable regulations none of such Purchased Units can be sold or otherwise disposed of without registration under the Securities Act or an exemption therefrom.

**SECTION 3.7. Litigation.** No Action by or against Buyer is pending or, to the best knowledge of Buyer, threatened, which could affect the legality, validity or enforceability of this Agreement or the consummation of the transactions contemplated hereby or thereby.

#### ARTICLE IV.

##### COVENANTS

**SECTION 4.1. Further Assurances.** Upon the request of Buyer at any time on or after the Closing Date, Seller will promptly execute and deliver such further instruments of assignment, transfer, conveyance, endorsement, direction or authorization and other documents as Buyer or its counsel may reasonably request in order to perfect title of Buyer and its successors and assigns to the Purchased Units.

**SECTION 4.2. Commercially Reasonable Efforts.** Upon the terms and subject to the conditions of this Agreement, Seller and Buyer hereto will use all commercially reasonable efforts to take, or cause to be taken, all action, and to do, or cause to be done, all things necessary, proper or advisable consistent with applicable law to consummate and make effective in the most expeditious manner practicable the transactions contemplated hereby.

**SECTION 4.3. Notice of Breach.** Each party shall promptly give to the other party written notice with particularity upon having knowledge of any matter that would

constitute a breach by such party of any representation, warranty, agreement or covenant of such party contained in this Agreement.

#### ARTICLE V.

##### CONDITIONS TO OBLIGATIONS OF BUYER

The obligations of Buyer to consummate the transactions contemplated by this Agreement are subject to the fulfillment, at or before the Closing Date, of the following conditions, any one or more of which may be waived by Buyer in its sole discretion:

**SECTION 5.1. Representations and Warranties of Seller.** All representations and warranties made by Seller in this Agreement shall be true and correct on the Closing Date.

**SECTION 5.2. Performance of Seller's Obligations.** Seller shall have performed in all material respects all obligations required under this Agreement to be performed by Seller on or before the Closing Date.

**SECTION 5.3. No Violation of Orders.** No preliminary or permanent injunction or other order issued by any Governmental Authority that declares this Agreement invalid or unenforceable in any respect or that prevents the consummation of the transactions contemplated hereby or thereby shall be in effect; and no action or proceeding before any Governmental Authority shall have been instituted by a Governmental Authority or threatened by any Government Authority that seeks to prevent or delay the consummation of the transactions contemplated by this Agreement or that challenges the validity or enforceability of this Agreement.

#### ARTICLE VI.

##### CONDITIONS TO OBLIGATIONS OF SELLER

The obligations of Seller to consummate the transactions contemplated by this Agreement are subject to the fulfillment, at or before the Closing Date, of the following conditions, any one or more of which may be waived by Seller in its sole discretion:

**SECTION 6.1. Representations and Warranties of Buyer.** All representations and warranties made by Buyer in this Agreement shall be true and correct on the Closing Date.

**SECTION 6.2. Performance of Buyer's Obligations.** Buyer shall have performed in all material respects all obligations required under this Agreement to be performed by him on or before the Closing Date, including the payment of the aggregate Purchase Price for the Purchased Units.

**SECTION 6.3. No Violation of Orders.** No preliminary or permanent injunction or other order issued by any Governmental Authority that declares this Agreement invalid or unenforceable in any respect or that prevents the consummation of the transactions contemplated hereby shall be in effect; and no action or proceeding before any Governmental Authority shall have been instituted by a Governmental Authority or threatened by any

Governmental Authority that seeks to prevent or delay the consummation of the transactions contemplated by this Agreement or that challenges the validity or enforceability of this Agreement.

## ARTICLE VII.

### SURVIVAL OF REPRESENTATIONS AND WARRANTIES

**SECTION 7.1. Survival.** The representations and warranties set forth in Section 2.2 (Validity of Agreement; Authorization), Section 2.4 (Title), Section 2.6 (Brokers), and Section 3.2 (Validity of Agreement; Authorization), shall survive indefinitely, and the other representations and warranties of Buyer and Seller shall survive for one year from the Closing Date.

## ARTICLE VIII.

### MISCELLANEOUS PROVISIONS

**SECTION 8.1. Publicity.** On or prior to the Closing Date, no party shall, nor shall it permit its Affiliates to, issue or cause the publication of any press release or other announcement with respect to this Agreement or the transactions contemplated hereby without the consent of the other party hereto. Notwithstanding the foregoing, in the event any such press release or announcement is required by law or stock exchange rule to be made by the party proposing to issue the same, such party shall use its commercially reasonable efforts to consult in good faith with the other party prior to the issuance of any such press release or announcement.

**SECTION 8.2. Successors and Assigns; Third-Party Beneficiaries.** This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and permitted assigns. Except as set forth in Article VII, nothing in this Agreement shall confer upon any Person not a party to this Agreement, or the legal representatives of such Person, any rights or remedies of any nature or kind whatsoever under or by reason of this Agreement. No party shall sell, assign or otherwise transfer all or any of its rights, benefits or obligations hereunder without the prior written consent of the other party, such consent not to be unreasonably withheld or delayed, *provided, however*, that, for the purposes of any financing or refinancing arrangement entered into by the Buyer in connection with the purchase of the Purchased Units, Buyer may, without Seller's prior written consent, assign to or create a security interest in favor of any party providing any such financing or refinancing to Buyer, all of its rights, benefits, obligations and interests hereunder, and Seller hereby consents to the exercise by any such party of any rights, benefits, obligations or interests assigned to or created in favor of such party pursuant to the foregoing and any remedies arising in connection therewith.

**SECTION 8.3. Fees and Expenses.** Except as otherwise expressly provided in this Agreement, all legal, accounting and other fees, costs and expenses of a party hereto incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such fees, costs or expenses.

**SECTION 8.4. Notices.** All notices and other communications given or made pursuant hereto shall be in writing and shall be deemed to have been duly given or made if delivered personally or sent by overnight courier or sent by facsimile (with evidence of confirmation of receipt) to the parties at the following addresses:

(a) If to Seller, to:

Enterprise ETE LLC  
1100 Louisiana Street, 18th Floor  
Houston, Texas 77002  
Facsimile: (713) 803-2096  
Attention: Michael A. Creel

with a copy to:

Enterprise ETE LLC  
1100 Louisiana Street, 18th Floor  
Houston, Texas 77002  
Facsimile: (713) 803-2662  
Attention: Stephanie C. Hildebrandt, Esq.

(b) If to Buyer, to:

Kelcy Warren Partners, L.P.  
3738 Oak Lawn Avenue  
Dallas, TX 75219  
Facsimile: (214) 981-0706

or to such other Persons or at such other addresses as shall be furnished by any party by like notice to the other, and such notice or communication shall be deemed to have been given or made as of the date so delivered or mailed. No change in any of such addresses shall be effective insofar as notices under this Section 8.4 are concerned unless such changed address is located in the United States of America and notice of such change shall have been given to such other party hereto as provided in this Section 8.4.

**SECTION 8.5. Entire Agreement.** This Agreement represents the entire agreement and understanding of the parties with reference to the transactions set forth herein and no representations or warranties have been made in connection herewith by Buyer or Seller or Seller's officers, directors, employees or representatives other than those expressly set forth herein. This Agreement supersedes all prior negotiations, discussions, correspondence, communications, understandings and agreements between the parties relating to the subject matter hereof or thereof and all prior drafts of such documents, all of which are merged into such documents. No prior drafts of such documents and no words or phrases from any such prior drafts shall be admissible into evidence in any action or suit involving such documents.

**SECTION 8.6. Waivers and Amendments.** Seller or Buyer may, by written notice to the other party: (a) extend the time for the performance of any of the obligations or other actions of the other party; (b) waive any inaccuracies in the representations or warranties

of the other party contained in this Agreement or in any document delivered pursuant to this Agreement by the other party; (c) waive compliance with any of the covenants of the other party contained in this Agreement; (d) waive performance of any of the obligations of the other party created under this Agreement; or (e) waive fulfillment of any of the conditions to its own obligations under this Agreement or in any documents delivered pursuant to this Agreement by the other party. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach, whether or not similar, unless such waiver specifically states that it is to be construed as a continuing waiver. This Agreement may be amended, modified or supplemented only by a written instrument executed by the parties hereto.

**SECTION 8.7. Severability.** This Agreement shall be deemed severable, and the invalidity or unenforceability of any term or provision hereof shall not affect the validity or enforceability of this Agreement or of any other term or provision hereof. Furthermore, in lieu of any such invalid or unenforceable term or provision, the parties hereto intend that there shall be added as a part of this Agreement a provision as similar in terms to such invalid or unenforceable provision as may be possible and be valid and enforceable.

**SECTION 8.8. Titles and Headings.** The Article and Section headings and any table of contents contained in this Agreement are solely for convenience of reference and shall not affect the meaning or interpretation of this Agreement or of any term or provision hereof.

**SECTION 8.9. Signatures and Counterparts.** Facsimile transmission of any signed original document and/or retransmission of any signed facsimile transmission shall be the same as delivery of an original. At the request of Buyer or Seller, the parties will confirm facsimile transmission by signing a duplicate original document. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall be considered one and the same agreement.

**SECTION 8.10. Enforcement of the Agreement; Damages.** The parties hereto agree that irreparable damage would occur if any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereto, this being in addition to any other remedy to which they are entitled at law or in equity.

**SECTION 8.11. Governing Law.** This Agreement shall be governed by and construed in accordance with the internal and substantive laws of Delaware and without regard to any conflicts of laws concepts that would apply the substantive law of some other jurisdiction.

**SECTION 8.12. Certain Definitions.** For purposes of this Agreement, the term:

(a) “**Action**” means any claim, action, suit, arbitration, inquiry, proceeding or investigation by or before any Governmental Authority.

(b) “**Antitrust Laws**” shall include the Sherman Act, as amended, the Clayton Act, as amended, the HSR Act, the Federal Trade Commission Act, as amended, and all other federal,

state, and foreign statutes, rules, regulations, orders, decrees, administrative and judicial doctrines and other laws that are designed or intended to prohibit, restrict or regulate actions having the purpose or effect of monopolization or restraint of trade or lessening of competition.

(c) “**Affiliate**” of a Person means a Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, the first- mentioned Person.

(d) “**Governmental Authority**” means any federal, national, supranational, state, provincial, local or other government, governmental, regulatory or administrative authority, agency or commission or any court, tribunal, or judicial or arbitral body. including, but not limited to, all U.S., state and foreign governmental agencies responsible for enforcing the Antitrust Laws.

(e) “**Organizational Documents**” shall mean certificates of incorporation, by-laws, certificates of formation, limited liability company operating agreements, partnership or limited partnership agreements or other formation or governing documents of a particular entity.

(f) “**Person**” shall mean an individual, corporation, association, trust, limited liability company, limited partnership, limited liability partnership, partnership, incorporated organization, other entity or group (as defined in Section 13(d)(3) of the Exchange Act).

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the 6th day of July, 2011.

SELLER:

**ENTERPRISE ETE LLC**

By: Enterprise Products Operating LLC, its sole member

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

By: /s/ Michael A. Creel \_\_\_\_\_

Name: Michael A. Creel

Title: President & CEO

BUYER:

**KELCY WARREN PARTNERS, L.P.**

By: Warren Capital Corp.,  
its general partner

By: /s/ Kelcy L. Warren  
Name: Kelcy L. Warren, President

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