
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 : May 14, 2003
(Date of earliest event reported): May 5, 2003

El Paso Energy Partners, L.P.
(Exact Name of Registrant as Specified in Charter)

Delaware (State or Other Jurisdiction of Incorporation)	1-11680 (Commission File Number)	76-0396023 (IRS Employer Identification No.)
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El Paso Building
1001 Louisiana
Houston, Texas 77002
(Address of Principal Executive Offices) (Zip Code)

Registrant's telephone number, including area code: (713) 420-2131

Item 5. OTHER EVENTS AND REQUIRED FD DISCLOSURE.

Pursuant to our Independence Initiatives announced earlier this year, our general partner has been reorganized into GulfTerra Energy Company, L.L.C., a Delaware limited liability company (the "New GP"). The New GP, a wholly-owned indirect subsidiary of El Paso Corporation, is a single-purpose entity whose sole purpose is to own our general partner interest and manage our business. The New GP has:

- o no material assets other than its interest in us;
- o no material operations other than those relating to our operations;
- o no material debt or other obligations, other than those owed to us or our creditors;
- o no material liens other than those securing obligations owed to us or our creditors; and
- o no employees.

In connection with this reorganization, the New GP has entered into a general and administrative services agreement, which is attached as an exhibit to this Current Report on Form 8-K, substantially identical to the general and administrative services agreement to which our previous general partner was party.

Additionally, effective at 8:00 a.m., Houston, Texas time on May 5, 2003, our previous general partner amended our limited partnership agreement (i) to require unanimous approval by our general partner's board of directors before we voluntarily enter into bankruptcy or similar proceedings and (ii) to exclude voting units held by our general partner and any of its affiliates from any vote of our limited partners relating to the removal of our general partner. The amendment to our limited partnership agreement is attached as an exhibit to this Current Report on Form 8-K.

Item 7. FINANCIAL STATEMENTS AND EXHIBITS

(c) Exhibits.

Each exhibit identified below is filed as part of this report. Exhibits included in this filing are designated by an asterisk.

Exhibit No.	Description
3.B.2*	Second Amendment dated May 5, 2003 to the Second Amended and Restated Agreement of Limited Partnership.
10.A*	General and Administrative Services Agreement dated May 5, 2003 by and among DeepTech International Inc., GulfTerra Energy Company, L.L.C. and El Paso Field Services, L.P.

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.

EL PASO ENERGY PARTNERS, L.P.,
(Registrant)

Date: May 12, 2003

By: /s/ Keith Forman

Keith Forman
Vice President & Chief
Financial Officer

EXHIBIT INDEX

Each exhibit identified below is filed as part of this report. Exhibits included in this filing are designated by an asterisk.

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SECOND AMENDMENT
TO THE
SECOND AMENDED AND RESTATED
AGREEMENT OF LIMITED PARTNERSHIP
OF
EL PASO ENERGY PARTNERS, L.P.

This Second Amendment (this "Amendment") dated and effective at 8:00 a.m. Houston, Texas time on May 5, 2003 (the "Amendment Date"), to the Second Amended and Restated Agreement of Limited Partnership of El Paso Energy Partners, L.P., amended and restated effective as of August 31, 2000 (as in effect on this Amendment Date, including any exhibits thereto, the "Partnership Agreement"), is entered into by and among El Paso Energy Partners Company, a Delaware corporation, as the General Partner, and the Limited Partners.

INTRODUCTION

A. The Partnership desires to ensure that approval by all of the directors of the General Partner's board of directors will be obtained prior to the Partnership voluntarily entering into bankruptcy or similar proceedings.

B. The Partnership desires to provide that all Outstanding Voting Units held by the General Partner and its Affiliates would be excluded from any Limited Partner vote relating to the removal of the General Partner.

C. As a result, it is necessary or desirable to amend the Partnership Agreement.

AGREEMENT

In consideration of the covenants, conditions and agreements contained herein, pursuant to Section 15.1 of the Partnership Agreement, the Partnership Agreement is hereby amended as set forth herein.

1. CAPITALIZED TERMS. Any capitalized term that is not defined in this Amendment shall have the meaning ascribed to that term by the Partnership Agreement.

2. AMENDMENTS.

A. The following provision is hereby added to the Partnership Agreement as Section 6.3(e) thereof:

"(e) (i) Notwithstanding any other provision of this Agreement, the General Partner is not authorized to institute or initiate on behalf of, or otherwise cause, the Partnership or any of the Operating Companies to,

(A) make a general assignment for the benefit of creditors;

(B) file a voluntary bankruptcy petition;

(C) file a petition seeking for the Partnership or any of the Operating Companies a reorganization, arrangement, composition, readjustment liquidation, dissolution or similar relief under any law; or

(D) seek the appointment of a trustee, receiver or liquidator of the Partnership or any of the Operating Companies or of all or any substantial part of any of the properties of any of them

unless such action has been approved by all of the directors on the General Partner's board of directors.

(ii) No provision of this Section 6.3(e) shall be amended, altered, changed, repealed or rescinded in any respect unless such amendment is approved by the written consent or the affirmative vote of all of the directors on the General Partner's board of directors.

B. The second sentence of Section 10.1 of the Partnership Agreement is hereby deleted in its entirety and replaced with the following:

"Unit Certificates shall be executed on behalf of the Partnership by any officer of either the General Partner or the Partnership."

C. Section 13.2 of the Partnership Agreement is hereby deleted in its entirety and replaced with the following:

"13.2 Removal of the General Partner. The General Partner may be removed with or without Cause if such removal is approved by at least 66 2/3% of the Outstanding Voting Units (excluding for this purpose Units held by the General Partner and its Affiliates). Any such action by such Limited Partners for removal of the General Partner also must provide for the election of a new General Partner by the holders of a majority of the Outstanding Voting Units (excluding for this purpose Units held by the General Partner and its Affiliates). Such removal shall be effective immediately following the admission of the successor General Partner pursuant to Article XII. The right of such Limited Partners to remove the General Partner shall not exist or be exercised unless the Partnership has received an Opinion of Counsel opining as to the matters covered by a Withdrawal Opinion of Counsel. Any such successor General Partner shall be subject to the provisions of Section 12.3."

D. Section 15.4 of the Partnership Agreement is hereby deleted in its entirety and replaced with the following:

"15.4 Meetings. All acts of Limited Partners to be taken hereunder shall be taken in the manner provided in this Article XV. Meetings of the Limited Partners may be called only by the General Partner or, with respect to meetings called to remove the General Partner, by Limited Partners owning 66 2/3% or more of the Outstanding Voting Units (excluding for this purpose Units held by the General Partner and its Affiliates). Limited Partners shall call a meeting to

remove the General Partner by delivering to the General Partner one or more requests in writing stating that the signing Limited Partners wish to call a meeting to remove the General Partner. Within 60 days after receipt of such a call from Limited Partners or within such greater time as may be reasonably necessary for the Partnership to comply with any statutes, rules, regulations, listing agreements or similar requirements governing the holding of a meeting or the solicitation of proxies for use at such a meeting, the General Partner shall send a notice of the meeting to the Limited Partners either directly or indirectly through the Transfer Agent. A meeting shall be held at a time and place determined by the General Partner on a date not more than 60 days after the mailing of notice of the meeting. Limited Partners shall not vote on matters that would cause the Limited Partners to be deemed to be taking part in the management and control of the business and affairs of the Partnership so as to jeopardize the Limited Partners' limited liability under the Delaware Act or the law of any other state in which the Partnership is qualified to do business."

3. MISCELLANEOUS.

A. PRONOUNS AND PLURALS. Whenever the context may require, any pronoun used in this Amendment shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plural and vice-versa.

B. BINDING EFFECT. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their heirs, executors, administrators, successors, legal representatives and permitted assigns.

C. INTEGRATION. This Amendment constitutes the entire agreement among the parties hereto pertaining to the subject matter hereof and supersedes all prior agreements and understandings pertaining thereto.

D. COUNTERPARTS. This Amendment may be executed in counterparts, all of which together shall constitute an agreement binding on all of the parties hereto, notwithstanding that all such parties are not signatories to the original or the same counterpart. Each party shall become bound by this Amendment immediately upon affixing its signature hereto or, in the case of a Person acquiring a Unit, upon executing and delivering a Transfer Application as described in the Partnership Agreement, independently of the signature of any other party.

E. APPLICABLE LAW. This Amendment shall be construed in accordance with and governed by the laws of the State of Delaware, without regard to the principles of conflicts of law.

F. INVALIDITY OF PROVISIONS. If any provision of this Amendment is or becomes invalid, illegal or unenforceable in any respect the validity, legality and enforceability of the remaining provisions contained herein shall not be affected thereby.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the Amendment Date.

GENERAL PARTNER

El Paso Energy Partners Company, a Delaware corporation

By: /s/ D. Mark Leland

D. Mark Leland
Chief Operating Officer

LIMITED PARTNERS

All Limited Partners now and hereafter admitted as limited partners of the Partnership, pursuant to Powers of Attorney now and hereafter executed in favor of, and granted and delivered to, the General Partner.

By: El Paso Energy Partners Company, as attorney -in-fact for all Limited Partners pursuant to Powers of Attorney granted pursuant to Section 1.4 of the Partnership Agreement.

By: /s/ D. Mark Leland

D. Mark Leland
Chief Operating Officer

[Signature Page]

GENERAL AND ADMINISTRATIVE SERVICES AGREEMENT

This General and Administrative Services Agreement (this "Agreement") is entered into as of May 5, 2003 by and among DeepTech International Inc., a Delaware corporation ("DII"), GulfTerra Energy Company, L.L.C., a Delaware limited liability company ("GTLLC"), and El Paso Field Services, L.P., a Delaware limited partnership ("EPFS"). DII, GTLLC and EPFS are sometimes referred to collectively herein as the "Parties" and individually as a "Party."

RECITALS

WHEREAS, GTLLC is a wholly-owned subsidiary of GulfTerra GP Holding Company, a Delaware corporation and wholly-owned subsidiary of DII, and the general partner (in such capacity, the "General Partner") of El Paso Energy Partners, L.P., a publicly-owned Delaware limited partnership (the "Partnership");

WHEREAS, all management powers over the business and affairs of the Partnership are exclusively vested in the General Partner and the General Partner is required to conduct, direct and exercise full control over all activities of the Partnership, including, among other things, providing various general and administrative resources;

WHEREAS, DII historically has provided certain operational, financial, accounting and other general and administrative services to El Paso Energy Partners Company, a Delaware corporation and former general partner (in such capacity, the "Old General Partner") of the Partnership through the General and Administrative Services Agreement dated April 8, 2002 (as amended, restated, supplemented or otherwise modified through the date hereof, the "Existing Agreement");

WHEREAS, pursuant to that certain Assignment and Assumption Agreement dated as of the date hereof by and between the Old General Partner and the General Partner, the Old General Partner has assigned and transferred to the General Partner the Old General Partner's 1% general partner interest in the Partnership, which the General Partner has taken and accepted; and

WHEREAS, the General Partner desires DII to provide to the General Partner those operational, financial, accounting and other general and administrative services under substantially the same terms and conditions that it provided to the Old General Partner under the Existing Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein and other good and valuable consideration (the receipt and sufficiency of which are hereby confirmed and acknowledged), the Parties agree as follows:

I. DEFINITIONS

For purposes of this Agreement, the following capitalized terms shall have the following meanings:

"Affiliates" means, with respect to either Party, entities that directly or indirectly through one or more intermediaries control, or are controlled by, or are under common control with such

Party, and the term "control" shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract or otherwise; provided, however, that (i) with respect to DII, the term "Affiliate" shall exclude each member of the Partnership Group and (ii) with respect to GTLLC, the term "Affiliate" shall exclude each member of the El Paso Group.

"Agreement" shall have the meaning set forth in the preamble.

"Communications Facilities" means communications equipment, towers and other facilities (including rights-of-way and fee property).

"Communications Services" means communications services, including: (i) providing access to Communication Facilities; (ii) providing use of Communication Facilities; (iii) maintaining bandwidth and network connectivity to meet the communications requirements for Partnership Facilities; (iv) transporting and networking of voice, data and video used to support field operations, including mobile radio systems, SCADA communications, telephone systems, videoconferencing and wide area and local area networking; (v) operating and maintaining the Communication Facilities so as to ensure reliable service at a consistent level across the entire network; (vi) operating and maintaining Communications Facilities in compliance with all applicable laws and regulations and in accordance with all licenses and permits; (vii) maintaining in full force and effect all rights-of-way used with respect to Communications Facilities; (viii) designing and engineering additions and modifications to the existing Communications Facilities so as to provide the above-described communications services for future growth and changes (as agreed to by the Parties); and (ix) all other communications-related services necessary for the operation of the Partnership Facilities consistent with their level of operation prior to the date of this Agreement.

"DII" shall have the meaning set forth in the preamble.

"El Paso Corporation" means El Paso Corporation, a Delaware corporation.

"El Paso Group" means, other than members of the Partnership Group, (i) each Affiliate of El Paso Corporation in which El Paso Corporation owns (directly or indirectly) an equity interest and (ii) each natural person that is an Affiliate of any person described in (i) above solely because of such natural person's position as an officer (or natural person performing similar functions), director (or natural person performing similar functions) or other representative of any person described in (i) above, but only to the extent that such natural person is acting in such capacity.

"GTLCC" shall have the meaning set forth in the preamble.

"EPFS" shall have the meaning set forth in the preamble.

"Existing Agreement" shall have the meaning set forth in the recitals.

"Fiscal Year" shall mean the period from July 1 through June 30.

"General Partner" shall have the meaning set forth in the recitals.

"Old General Partner" shall have the meaning set forth in the recitals.

"Party" and "Parties" shall have the meanings set forth in the preamble.

"Partnership" shall have the meaning set forth in the recitals.

"Partnership Agreement" shall mean Agreement of Limited Partnership of the Partnership, as amended, supplemented, restated or otherwise modified from time to time.

"Partnership Facilities" means all of the Partnership's assets and facilities.

"Partnership Group" means (i) GTLLC, (ii) the Partnership, (iii) each Affiliate of the Partnership in which the Partnership owns (directly or indirectly) an equity interest and (iv) each natural person that is an Affiliate of any person described in (i) - (iii) above solely because of such natural person's position as an officer (or natural person performing similar functions), director (or natural person performing similar functions) or other representative of any person described in (i) - (iii) above, but only to the extent that such natural person is acting in such capacity.

"Renewal Date" means December 31, 2005.

II. DUTIES AND OBLIGATIONS OF GTLLC

2.1 General and Administrative. DII or any Affiliate or designee of DII shall provide non-exclusive management, employee-related and other related services to GTLLC, its subsidiaries and the Partnership through GTLLC, which shall include, but shall not be limited to, services related to acquisitions to be made by GTLLC, cash management, review of significant operating, financial opportunities, accounting, legal, engineering, commercial, human resources, information technology and such other management, employee-related and other general and administrative services as the Parties may from time to time agree.

2.2 Chief Executive Officer. In order to provide the services set forth in Section 2.1, DII shall provide to GTLLC the services of a Chief Executive Officer who shall serve with GTLLC in that capacity. The individual to serve as Chief Executive Officer of GTLLC shall be recommended by DII but shall be subject to the approval of the Board of Directors of GTLLC.

2.3 Communications Services. DII will, or will cause the applicable El Paso Group member to, provide Communications Services for the Partnership Facilities, as necessary or appropriate to operate the Partnership Facilities in the manner in which such facilities had been operated prior to the date of this Agreement. All Communications Services will be provided in a good and workmanlike manner, and in accordance with industry standards. DII will ensure that the Partnership has the right to inspect all Communications Facilities on reasonable (but no less than 24 hours) notice.

III. COMPENSATION, EXPENSES AND PAYMENT

3.1 Fees. Prior to the date hereof, the annual compensation due DII from GTLLC for services provided pursuant to this Agreement shall accrue in accordance with the terms and conditions of the Existing Agreement. On and as of the date hereof through the term of this

Agreement, the annual compensation (prorated for any portion of a month) due DII from GTLLC for services provided pursuant to this Agreement shall be (including costs associated with Communication Services) a fee of \$2,900,000 per month. GTLLC shall also promptly reimburse DII for (i) amounts actually paid by DII for reasonable out-of-pocket expenditures to persons and entities other than the El Paso Group and who are directly engaged to provide goods or services to the Partnership Group, (ii) the value for the use of materials or equipment (other than in connection with Communications Services, which costs are included in the fee described in Section 4.1) provided by the El Paso Group to the Partnership Group (including, but not limited to, field equipment, vehicles and vessels) and (iii) to the extent of the actual time expended directly in connection with providing services to the Partnership Group, the corresponding portion of the salaries, wages and employee benefit costs of employees (1) who work in the field, (2) whose primary function is the direct supervision of employees who work in the field or (3) who have special and specific engineering, geological or other professional skills and whose primary function is addressing, resolving and otherwise handling operating conditions and problems related to assets of the Partnership Group. DII shall maintain time sheets and other appropriate records to substantiate such costs and allocations thereof.

3.2 Payment of Fee. For purposes of accounting and periodic payment, before the first day of each calendar month, DII shall present GTLLC with an invoice which reflects an amount equal to all reimbursable amounts. GTLLC shall pay such sum on or before the first day of that calendar month. On or before September 1 of each calendar year, DII shall furnish a statement to GTLLC detailing (i) payments made from GTLLC to DII for such Fiscal Year and (ii) any adjustment balance due to/from DII. Within 15 days of the date of such statement, GTLLC or DII, as applicable, shall remit the balance due.

3.3 Uncompensated Services. It is recognized by the Parties that DII is the sole member of GTLLC. It is expressly acknowledged and agreed by the Parties that the compensation to DII provided for in Section 3.1 is solely to compensate DII for services to be rendered by DII to GTLLC or on GTLLC's behalf which are of direct benefit to GTLLC and such compensation is not and shall not be related to DII's status as a member of GTLLC.

IV. ACCESS TO INFORMATION, BOOKS AND RECORDS

DII and its duly authorized representatives shall have complete access to GTLLC's offices, facilities and records wherever located, in order to discharge DII's responsibilities hereunder; provided, however, that GTLLC shall provide and make available to DII and its duly authorized representatives at DII's Houston offices, at DII's request, all such records required by DII to perform its duties pursuant to this Agreement. All records and materials furnished to DII by GTLLC in performance of this Agreement shall at all times during the term of this Agreement remain the property of GTLLC.

V. TERM AND TERMINATION OF THE AGREEMENT

5.1 Initial and Extended Term. This Agreement shall be in effect until the Renewal Date subject, however, to the terms of Section 5.2. Beginning on the Renewal Date, this

Agreement shall continue in full force and effect for subsequent one-year periods unless terminated by either Party pursuant to Section 5.2.

5.2 Termination. This Agreement may be sooner terminated on the first to occur of the following:

(a) Termination by Mutual Agreement. If the Parties so mutually agree in writing, this Agreement may be terminated on the terms and dates stipulated therein.

(b) Optional Termination. Any Party may, 90 days prior to the Renewal Date or any anniversary thereof, provide to the other Parties written notice of its intent to terminate this Agreement on such date, whereupon this Agreement shall terminate on the date specified in such notice.

(c) Uncorrected Material Breach. If any Party shall fail to discharge any of its material obligations hereunder, or shall commit a material breach of this Agreement, and such default or breach shall continue for a period of 30 days after any other Party has served notice of such default, this Agreement may then be terminated at the option of such noticing Party by notice thereof to the other Parties.

5.3 Effects of Termination. Except for covenants or other provisions herein that, by their terms, expressly extend beyond the term of this Agreement, the Parties' obligations hereunder are limited to the term of this Agreement.

5.4 GTLLC's Remedies. If DII shall at any time owe or otherwise become liable to GTLLC for any amount pursuant to the terms of this Agreement, in addition to GTLLC's other rights hereunder, at law or in equity, GTLLC shall have the right to offset any such amount against any amount held by GTLLC for the account of DII and against any amount otherwise due or to become due to DII from GTLLC.

VI. INDEMNIFICATION OF DII

GTLLC hereby agrees to indemnify and hold harmless DII from and against any and all claims, courses of action, liabilities, damages, costs, charges, fees, expenses (including reasonable attorneys' fees and expenses to be reimbursed as incurred), suits, order, judgments, adjudications and losses of whatever nature and kind which DII or its Affiliates or designees or for which DII or its Affiliates or designees become liable as the result of the performance of DII's obligations and duties pursuant to this Agreement; provided, however, that GTLLC shall not be obligated to indemnify DII for any claims, courses of action, liabilities, damages, costs, charges, fees, expenses (including reasonable attorneys' fees and expenses to be reimbursed as incurred), suits, order, judgments, adjudications and losses attributable to the gross negligence or willful misconduct of DII or its Affiliates or subcontractors.

VII. OBLIGATIONS OF EPFS

EPFS executes this Agreement for the sole purpose of assuming all obligations of DII hereunder and agrees to fully and timely perform and discharge (including the payment of money) all obligations and liabilities of DII now existing or hereafter arising under this

Agreement and hereby agrees that if DII shall fail (i) to pay any amount when and as the same shall be due and payable by DII to GTLLC or (ii) timely to perform and discharge in full any other obligation or liability in accordance with the terms of this Agreement, EPFS will forthwith pay to GTLLC such amount or perform and discharge any such obligation or liability, as the case may be, as such payment or performance and discharge is required to be made or done by the DII pursuant to the terms of this Agreement.

VIII. MISCELLANEOUS

8.1 Relationship of Parties. This Agreement does not create a partnership, joint venture or association; nor does this Agreement, or the operations hereunder, create the relationship of lessor and lessee or bailor and bailee. Nothing contained in this Agreement or in any agreement made pursuant hereto shall ever be construed to create a partnership, joint venture or association, or the relationship of lessor and lessee or bailor and bailee, or to impose any duty, obligation or liability that would arise therefrom with respect to either or both of the Parties. Specifically, but not by way of limitation, except as otherwise expressly provided for herein, nothing contained herein shall be construed as imposing any responsibility on DII for the debts or obligations of GTLLC or any of its Affiliates. It is expressly understood that DII is hereby engaged by GTLLC to provide management and operational services as an agent of GTLLC. DII, its Affiliates and designees shall have the right to render similar services for other business entities and persons, including its own, whether or not engaged in the same business as GTLLC, and may enter into such other business activities as DII and its Affiliates, in their sole discretion, may determine.

8.2 No Third Party Beneficiaries. Except to the extent (i) that GTLLC utilizes services provided hereunder by DII to perform its obligations as General Partner to the Partnership in accordance with the terms of the Partnership Agreement or (ii) a third party is expressly given rights herein, any agreement herein contained, expressed or implied, shall be only for the benefit of the Parties and their respective legal representatives, successors, and permitted assigns, and such agreements or assumption shall not inure to the benefit of any other party whomsoever, it being the intention of the Parties that no person or entity shall be deemed a third party beneficiary of this Agreement except to the extent a third party is expressly given rights herein.

8.3 General Representations. Each Party represents and warrants that on the date hereof: (i) it is either a corporation or a limited liability company (as applicable), duly established, validly existing and in good standing under the laws of its state or jurisdiction of incorporation, with power and authority to carry on the business in which it is engaged and to perform its respective obligations under this Agreement; (ii) the execution and delivery of this Agreement have been duly authorized and approved by all requisite corporate action; (iii) it has all the requisite corporate power and authority to enter into this Agreement and to perform its obligations hereunder; and (iv) the execution and delivery of this Agreement do not, and consummation of the transactions contemplated herein shall not, violate any of the provisions of its certificate of incorporation or certificate of formation (as applicable) or bylaws or limited liability company agreement (as applicable) or any applicable state or federal laws applicable to it.

8.4 Notices. All notices, requests, demands, claims, and other communications hereunder shall be in writing. Any notice, request, demand, claim, or other communication hereunder shall be deemed duly given two business days after it is sent by registered or certified mail, return receipt requested, postage prepaid, and addressed to the intended recipient as set forth below:

If to DII, to: DeepTech International Inc.
Attention: President
El Paso Building
1001 Louisiana
Houston, Texas 77002
(713) 420-2600

If to GTLLC, to: GulfTerra Energy Company, L.L.C.
Attention: President
4 Greenway Plaza
Houston, Texas 77046
(832) 676-6152

If to EPFS, to: El Paso Field Services, L.P.
Attention: President
El Paso Building
1001 Louisiana
Houston, Texas 77002
(713) 420-2600

Any Party may send any notice, request, demand, claim, or other communication hereunder to the intended recipient at the addresses set forth above using any other means (including personal delivery, expedited courier, messenger service, telecopy, ordinary mail, or electronic mail), but no such notice, request, demand, claim, or other communication shall be deemed to have been duly given unless and until it actually is received by the intended recipient. Any Party may change the address to which notices, requests, demands, claims, and other communications hereunder are to be delivered by giving the other Party notice in the manner herein set forth.

8.5 GOVERNING LAW. THIS AGREEMENT HAS BEEN EXECUTED AND DELIVERED AND SHALL BE INTERPRETED, CONSTRUED, GOVERNED AND ENFORCED PURSUANT TO AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS WITHOUT REGARD TO ANY CHOICE OR CONFLICT OF LAW PRINCIPLES (WHETHER OF THE STATE OF TEXAS OR ANY OTHER JURISDICTION) WHICH, IF APPLIED, MIGHT PERMIT OR REQUIRE THE APPLICATION OF THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF TEXAS.

8.6 Assignment. No assignment of this Agreement or any of the rights or obligations set forth herein by either Party shall be valid without the specific written consent of the other Party; provided, however, that DII shall have the right to assign its rights and obligations under this Agreement to any Affiliate without the consent of GTLLC, and any such Affiliate may

reassign such rights and obligations so long as such rights and obligations are not assigned to any entity other than an Affiliate of DII.

8.7 Waiver of Breach. The waiver by either Party of a breach or violation of any provision of this Agreement, whether intentional or not, shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or any other provision hereof.

8.8 Additional Assurances. The provisions of this Agreement shall be self-operative and shall not require further accord between the Parties except as may herein specifically be provided to the contrary; provided, however, that at the request of either Party, the other Parties shall execute such additional instruments and take such additional actions as shall be necessary to effectuate this Agreement.

8.9 Severability. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be severable from this Agreement if it is capable of being identified with and apportioned to reciprocal consideration or to the extent that it is a provision that is not essential and the absence of which would not have prevented the Parties from entering into this Agreement. The unenforceability of a provision that has been performed shall not be grounds for invalidation of this Agreement under circumstances in which the true controversy between the Parties does not involve such provision.

8.10 Article and Section Headings. The article and section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning of interpretation of this Agreement.

8.11 Amendments. No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by each Party.

8.12 Entire Agreement. This Agreement (including the documents referred to herein) supersedes all previous understandings, representations, contracts or agreements, written, oral or otherwise, between the Parties and constitutes the entire Agreement between the Parties with respect to the subject matter of this Agreement, and no changes in or additions to this Agreement shall be recognized unless incorporated herein by written amendment.

8.13 Construction. The Parties have participated jointly in the negotiation and drafting of this Agreement. If an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement. Any reference to any federal, state, local, or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. The word "including" shall mean "including without limitation". All personal pronouns used in this Agreement, whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural, and vice versa. All references herein to Exhibits, Schedules, Articles, Sections or subdivisions thereof shall refer to the corresponding Exhibits, Schedules, Article, Section or subdivision thereof of this Agreement unless specific reference is made to such exhibits, articles, sections or subdivisions of another document or instrument. The terms "herein," "hereby," "hereunder," "hereof," "hereinafter," and

other equivalent words refer to this Agreement in its entirety and not solely to the particular portion of the Agreement in which such word is used.

8.14 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but which together shall constitute one and the same instrument.

8.15 Termination of Existing Agreement. The Existing Agreement is hereby terminated.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representatives as of the day and year first above written.

DII: DEEPTech INTERNATIONAL INC.

By: /s/ D. Mark Leland

Name: D. Mark Leland
Title: Senior Vice President

GTLIC: GULFTERRA ENERGY COMPANY, L.L.C.

By: /s/ D. Mark Leland

Name: D. Mark Leland
Title: Senior Vice President

EPFS: EL PASO FIELD SERVICES, L.P.

By: /s/ D. Mark Leland

Name: D. Mark Leland
Title: Senior Vice President

Solely with respect to Section 8.15:

EL PASO ENERGY PARTNERS COMPANY, L.L.C.
successor to El Paso Energy Partners Company

By: /s/ D. Mark Leland

Name: D. Mark Leland
Title: Senior Vice President

[Signature Page]