

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

SCHEDULE 13D/A
(RULE 13d-101)

INFORMATION TO BE INCLUDED IN STATEMENTS FILED PURSUANT
TO RULE 13d-1(a) AND AMENDMENTS THERETO
FILED PURSUANT TO RULE 13(d)-2(a)
(AMENDMENT NO. 6)

GULFTERRA ENERGY PARTNERS, L.P.
(Name of Issuer)

COMMON UNITS
(Title of Class of Securities)

28368B
(CUSIP Number)

D. MARK LELAND
SENIOR VICE PRESIDENT
4 GREENWAY PLAZA
HOUSTON, TEXAS 77046
(832) 676-6152
(Name, Address and Telephone Number of Person
Authorized to Receive Notices and Communications)

DECEMBER 15, 2003
(Date of Event which Requires Filing
of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(e), 13d-1(f) OR 13d-1(g), check the following box [].

(Continued on the following pages)

(Page 1 of 8 Pages)

1 NAMES OF REPORTING PERSONS
I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)

El Paso Corporation

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) []
(b) []

3 SEC USE ONLY

4 SOURCE OF FUNDS

WC

5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED
PURSUANT TO ITEM 2(d) OR 2(e) []

6 CITIZENSHIP OR PLACE OF ORGANIZATION

Delaware

	7	SOLE VOTING POWER	10,384,245
NUMBERS OF SHARES	8	SHARED VOTING POWER	0
BENEFICIALLY OWNED BY	9	SOLE DISPOSITIVE POWER	10,384,245
EACH REPORTING PERSON WITH	10	SHARED DISPOSITIVE POWER	0

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

10,384,245 Common Units

12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

17.8%

14 TYPE OF REPORTING PERSON

HC, CO

1 NAMES OF REPORTING PERSONS
I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)

DeepTech International Inc.

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) []
(b) []

3 SEC USE ONLY

4 SOURCE OF FUNDS

AF

5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED
PURSUANT TO ITEM 2(d) OR 2(e) []

6 CITIZENSHIP OR PLACE OF ORGANIZATION

Delaware

	7	SOLE VOTING POWER	7,562,902
NUMBERS OF SHARES	8	SHARED VOTING POWER	0
BENEFICIALLY OWNED BY	9	SOLE DISPOSITIVE POWER	7,562,902
EACH REPORTING PERSON WITH	10	SHARED DISPOSITIVE POWER	0

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

7,562,902 Common Units

12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES []

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

13.0%

14 TYPE OF REPORTING PERSON

HC, CO

1 NAMES OF REPORTING PERSONS
I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)

El Paso Energy Partners Company, L.L.C.

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) []
(b) []

3 SEC USE ONLY

4 SOURCE OF FUNDS

AF

5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED
PURSUANT TO ITEM 2(d) OR 2(e) []

6 CITIZENSHIP OR PLACE OF ORGANIZATION

Delaware

	7	SOLE VOTING POWER	7,562,902
NUMBERS OF SHARES	8	SHARED VOTING POWER	0
BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	9	SOLE DISPOSITIVE POWER	7,562,902
	10	SHARED DISPOSITIVE POWER	0

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

7,562.902 Common Units

12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES []

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

13.0%

14 TYPE OF REPORTING PERSON

HC, 00

 1 NAMES OF REPORTING PERSONS
 I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)
 Sabine River Investors I, L.L.C.

 2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A (a) []
 (b) []

 3 SEC USE ONLY

 4 SOURCE OF FUNDS
 AF

 5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED
 PURSUANT TO ITEM 2(d) OR 2(e) []

 6 CITIZENSHIP OR PLACE OF ORGANIZATION
 Delaware

 7 SOLE VOTING POWER 7,562,902

NUMBERS OF
 SHARES
 BENEFICIALLY 8 SHARED VOTING POWER 0
 OWNED BY

 9 SOLE DISPOSITIVE POWER 7,562,902

EACH
 REPORTING
 PERSON WITH 10 SHARED DISPOSITIVE POWER 0

 11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON
 7,562,902 Common Units

 12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES []

 13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)
 13.0%

 14 TYPE OF REPORTING PERSON
 HC, 00

1 NAMES OF REPORTING PERSONS
I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)

El Paso Tennessee Pipeline Co.

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) []
(b) []

3 SEC USE ONLY

4 SOURCE OF FUNDS

AF

5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED
PURSUANT TO ITEM 2(d) OR 2(e) []

6 CITIZENSHIP OR PLACE OF ORGANIZATION

Delaware

	7	SOLE VOTING POWER	2,821,343
NUMBERS OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	8	SHARED VOTING POWER	0
	9	SOLE DISPOSITIVE POWER	2,821,343
	10	SHARED DISPOSITIVE POWER	0

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

2,821,343 Common Units

12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES []

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

4.8%

14 TYPE OF REPORTING PERSON

HC, CO

 1 NAMES OF REPORTING PERSONS
 I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)

 El Paso Field Services Holding Company

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) []
 (b) []

3 SEC USE ONLY

4 SOURCE OF FUNDS

 AF

5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED
 PURSUANT TO ITEM 2(d) OR 2(e) []

6 CITIZENSHIP OR PLACE OF ORGANIZATION

 Delaware

	7	SOLE VOTING POWER	2,821,343
NUMBERS OF	-----		
SHARES	8	SHARED VOTING POWER	0
BENEFICIALLY	-----		
OWNED BY	9	SOLE DISPOSITIVE POWER	2,821,343
EACH	-----		
REPORTING	10	SHARED DISPOSITIVE POWER	0
PERSON WITH	-----		

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

 2,821,343 Common Units

12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

 4.8%

14 TYPE OF REPORTING PERSON

 CO

 1 NAMES OF REPORTING PERSONS
 I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)
 Sabine River Investors II, L.L.C.

 2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) []
 (b) []

 3 SEC USE ONLY

 4 SOURCE OF FUNDS
 AF

 5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED
 PURSUANT TO ITEM 2(d) OR 2(e) []

 6 CITIZENSHIP OR PLACE OF ORGANIZATION
 Delaware

 7 SOLE VOTING POWER 2,821,343
 NUMBERS OF
 SHARES -----
 8 SHARED VOTING POWER 0
 BENEFICIALLY
 OWNED BY -----
 9 SOLE DISPOSITIVE POWER 2,821,343
 EACH
 REPORTING -----
 PERSON WITH
 10 SHARED DISPOSITIVE POWER 0

 11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON
 2,821,343 Common Units

 12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES []

 13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)
 4.8%

 14 TYPE OF REPORTING PERSON
 HC, 00

ITEM 1. SECURITY AND ISSUER.

This Amendment No. 6 (this "Amendment") amends our statement on Schedule 13D filed on June 11, 1999 (as amended prior to this Amendment, the "Schedule 13D") relating to ownership of common units representing limited partner interests in GulfTerra Energy Partners, L.P., a Delaware limited partnership (the "Issuer"). This Amendment is being filed in connection with the sale by Sabine River Investors I, L.L.C., a Delaware limited liability company ("Sabine I"), on December 15, 2003 of 700,000 of the Issuer's common units. This sale is discussed in more detail in the Issuer's Current Report on Form 8-K dated December 15, 2003. This Amendment is being filed to reflect the change in the beneficial ownership of those entities listed in this Amendment as a result of that sale. The Issuer's principal executive offices are located at 4 Greenway Plaza, Houston, TX 77046.

ITEM 2. IDENTITY AND BACKGROUND.

This Amendment is being filed by El Paso Corporation, DeepTech International Inc., El Paso Energy Partners Company, L.L.C., El Paso Tennessee Pipeline Co., El Paso Field Services Holding Company, Sabine River Investors I, L.L.C. and Sabine River Investors II, L.L.C., each being referred to herein as a "Reporting Person."

Sabine I is wholly owned by El Paso Energy Partners Company, L.L.C. Sabine I's only material assets are the common units it owns. Sabine I's principal business is to serve as the holder of some of the Issuer's common units.

Sabine River Investors II, L.L.C., a Delaware limited liability company ("Sabine II"), is wholly owned by EPFS Holding. Sabine II's only material assets are the common units it owns. Sabine II's principal business is to serve as the holder of some of the Issuer's common units.

El Paso Energy Partners Company, L.L.C., a Delaware limited liability company ("EPEPC"), is wholly owned by DeepTech International Inc. EPEPC's principal business is to serve as the holding company of Sabine I.

DeepTech International Inc., a Delaware corporation ("DeepTech"), is wholly owned by El Paso Corporation. DeepTech International Inc.'s principal business is to serve as the holding company of EPEPC.

El Paso Field Services Holding Company, a Delaware corporation ("EPFS Holding"), is wholly owned by El Paso Tennessee Pipeline. EPFS Holding's principal business is to own, operate, acquire and construct natural gas gathering, processing and other related facilities.

El Paso Tennessee Pipeline Co., a Delaware corporation ("El Paso Tennessee"), is wholly owned by El Paso Corporation. El Paso Tennessee's principal business is to serve as the holding company of EPFS Holding.

El Paso Corporation, a Delaware corporation ("El Paso"), is a global energy company with operations that range from energy production and extraction to power generation.

The principal business and office address of each of the Reporting Persons is 1001 Louisiana Street, Houston, Texas 77002.

Attached as Exhibit 2 hereto and incorporated herein by reference is a list of all directors and executive officers of each Reporting Person. Each director and executive officer of each Reporting Person is a citizen of the United States.

(d), (e) During the last five years, no Reporting Person nor, to the best of their knowledge, any entity or person with respect to whom information is provided in response to this Item has, during the last five years, been (i) convicted in a criminal proceeding (excluding traffic violations and 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 law.

ITEM 3. SOURCE AND AMOUNT OF FUNDS OR OTHER CONSIDERATION.

Not applicable for this Amendment.

ITEM 4. PURPOSE OF TRANSACTION.

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, except for those plans and proposals discussed in the Issuer's Current Report on Form 8-K filed on December 15, 2003.

ITEM 5. INTEREST IN SECURITIES OF ISSUER.

(a) The following table describes the number of common units, including Common Units issuable upon exercise or conversion of derivative securities and the percent of outstanding common units owned by each person identified in Item 2. All percentages are based on the 58,361,149 Common Units issued and outstanding on December 15, 2003.

Total	Derivative --
Holder Common	Units
Securities	Number %(1) -
----- El	
Paso	
Corporation(2)	
10,384,245 --	
10,384,245	
17.8%	
DeepTech(3)	
7,562,902 --	
7,562,902	
13.0%	
EPEPC(3)	
7,562,902 --	
7,562,902	
13.0% Sabine	
I 7,562,902 -	
- 7,562,902	
13.0% El Paso	
Tennessee(4)	
2,821,343 --	
2,821,343	
4.8% EPFS	
Holding(4)	
2,821,343 --	
2,821,343	
4.8% Sabine	
II 2,821,343	
-- 2,821,343	
4.8%	

(1) In accordance with SEC regulations under Section 13(d) of the Securities Exchange Act of 1934, as amended, the percent shown in this column for each Common Unit holder represents the number of Common Units owned by such holder plus the derivative securities (on an as converted basis) owned by such holder divided by the number of Common Units outstanding plus the number of derivative securities (on an as converted basis) owned by such holder.

(2) Includes 7,562,902 common units owned directly by Sabine I and 2,821,343 common units owned directly by Sabine II.

(3) Includes 7,562,902 common units owned directly by Sabine I.

(4) Includes 2,821,343 common units owned directly by Sabine II.

(b) Each person identified in (a) above has the sole power to vote or direct the vote and the sole power to dispose or direct the disposition of the Common Units beneficially owned by such person.

(c) Except as otherwise described in this paragraph (c), none of the persons identified in (a) above have effected any transactions in the Issuer's common units during the past 60 days. On October 31, 2003, Sabine I sold 590,000 of the Issuer's common units for \$40.60 per common unit in a public offering pursuant to a resale shelf registration statement on Form S-3 filed on July 16, 2003, as amended on July 25, 2003. On December 15, 2003, Sabine I sold 700,000 of the Issuer's common units. This sale is discussed in more detail in the Issuer's Current Report on Form 8-K dated December 15, 2003.

(d) Not applicable.

(e) Not applicable.

ITEM 6. CONTRACTS, ARRANGEMENTS, UNDERSTANDINGS OR RELATIONSHIPS WITH RESPECT TO SECURITIES OF THE ISSUER.

Pursuant to a Security and Intercreditor Agreement dated as of April 16, 2003, Sabine I and Sabine II have pledged their common units to certain lenders named therein. This Agreement was filed as Exhibit 3 to the Schedule 13D/A of GulfTerra Energy Partners, L.P. filed May 12, 2003.

Pursuant to the Parent Company Agreement dated as of December 15, 2003, Sabine I and Sabine II have agreed, subject to the terms and conditions set forth therein, to sell 2,876,620 of the Issuer's common units to Enterprise Products Partners L.P. This agreement was filed as Exhibit 2.2 to El Paso's Current Report on Form 8-K filed December 15, 2003.

Pursuant to the GulfTerra Voting Agreement and Irrevocable Proxy dated as of December 15, 2003, Sabine I and Sabine II, subject to the terms and conditions stated therein, pledged to vote their units of the Issuer held by them in favor of the merger of the Issuer and a wholly-owned subsidiary of Enterprise Products Partners L.P., including voting their units in favor of approval of the related merger agreement. This agreement is filed as Exhibit 5 to this Schedule 13D/A.

ITEM 7. MATERIAL TO BE FILED AS EXHIBITS.

- Exhibit 1: Joint Filing Agreement among El Paso Corporation, DeepTech, EPEPC, El Paso Tennessee, EPFS Holding, Sabine I and Sabine II.
- Exhibit 2: List of all directors and executive officers of each of El Paso Corporation, DeepTech, EPEPC, El Paso Tennessee, EPFS Holding, Sabine I and Sabine II.
- Exhibit 3: Security and Intercreditor Agreement dated as of April 16, 2003 among El Paso Corporation, the persons referred to therein as Pipeline Company Borrowers, the persons referred to therein as Grantors, each of the Representative Agents, JPMorgan Chase Bank, as Credit Agreement Administrative Agent and JPMorgan Chase Bank, as Collateral Agent, Intercreditor Agent and Depository Bank (filed as Exhibit 3 to the Schedule 13D/A of GulfTerra Energy Partners, L.P. filed May 12, 2003).
- Exhibit 4: Parent Company Agreement dated as of December 15, 2003 by and among Enterprise Products Partners L.P., Enterprise Products GP, LLC, Enterprise Products GTM, LLC, El Paso Corporation, Sabine River Investors I, L.L.C., Sabine River Investors II, L.L.C., El Paso EPN Investments, L.L.C. and GulfTerra GP Holding Company (filed as Exhibit 2.2 to El Paso Corporation's Current Report on Form 8-K dated December 15, 2003).
- Exhibit 5: GulfTerra Voting Agreement and Irrevocable Proxy dated as of December 15, 2003 by and among Enterprise Products Partners L.P., El Paso Corporation, Sabine River Investors I, L.L.C., Sabine River Investors II, L.L.C. and El Paso EPN Investments, L.L.C.

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated: January 5, 2004 El Paso Energy Partners Company, L.L.C.

By: /s/ David L. Siddall

Name: David L. Siddall
Title: Vice President

Dated: January 5, 2004 DeepTech International Inc.

By: /s/ David L. Siddall

Name: David L. Siddall
Title: Vice President

Dated: January 5, 2004 El Paso Corporation

By: /s/ David L. Siddall

Name: David L. Siddall
Title: Vice President

Dated: January 5, 2004 El Paso Field Services Holding Company

By: /s/ David L. Siddall

Name: David L. Siddall
Title: Vice President

Dated: January 5, 2004 El Paso Tennessee Pipeline Co.

By: /s/ David L. Siddall

Name: David L. Siddall
Title: Vice President

Dated: January 5, 2004

Sabine River Investors I, L.L.C.

By: /s/ David L. Siddall

Name: David L. Siddall
Title: Vice President

Dated: January 5, 2004

Sabine River Investors II, L.L.C.

By: /s/ David L. Siddall

Name: David L. Siddall
Title: Vice President

INDEX TO EXHIBITS

EXHIBIT NUMBER -----	DESCRIPTION -----
1.*	Joint Filing Agreement among El Paso Corporation, DeepTech, EPEPC, El Paso Tennessee, EPFS Holding, Sabine I and Sabine II.
2.*	List of all directors and executive officers of each of El Paso Corporation, DeepTech, EPEPC, El Paso Tennessee, EPFS Holding, Sabine I and Sabine II.
3.	Security and Intercreditor Agreement dated as of April 16, 2003 among El Paso Corporation, the persons referred to therein as Pipeline Company Borrowers, the persons referred to therein as Grantors, each of the Representative Agents, JPMorgan Chase Bank, as Credit Agreement Administrative Agent and JPMorgan Chase Bank, as Collateral Agent, Intercreditor Agent and Depository Bank (filed as Exhibit 3 to the Schedule 13D/A of GulfTerra Energy Partners, L.P. filed May 12, 2003).
4.	Parent Company Agreement dated as of December 15, 2003 by and among Enterprise Products Partners L.P., Enterprise Products GP, LLC, Enterprise Products GTM, LLC, El Paso Corporation, Sabine River Investors I, L.L.C., Sabine River Investors II, L.L.C., El Paso EPN Investments, L.L.C. and GulfTerra GP Holding Company (filed as Exhibit 2.2 to El Paso Corporation's Current Report on Form 8-K dated December 15, 2003).
5.*	GulfTerra Voting Agreement and Irrevocable Proxy dated as of December 15, 2003 by and among Enterprise Products Partners L.P., El Paso Corporation, Sabine River Investors I, L.L.C., Sabine River Investors II, L.L.C. and El Paso EPN Investments, L.L.C.

* Filed herewith.

JOINT FILING AGREEMENT

In accordance with Rule 13d-1(k) of Regulation 13D of the Securities Exchange Act of 1934, as amended, the persons or entities below agree to the joint filing on behalf of each of them of this Statement on Schedule 13D (including any and all amendments thereto) with respect to the Common Units of GulfTerra Energy Partners, L.P., and further agree that this Joint Filing Agreement be included as an Exhibit to such joint filings. In evidence thereof the undersigned, being duly authorized, hereby execute this Agreement as of the [__]th day of December, 2003.

El Paso Energy Partners Company, L.L.C.

By: /s/ David L. Siddall

Name: David L. Siddall
Title: Vice President

DeepTech International Inc.

By: /s/ David L. Siddall

Name: David L. Siddall
Title: Vice President

El Paso Corporation

By: /s/ David L. Siddall

Name: David L. Siddall
Title: Vice President

El Paso Field Services Holding Company

By: /s/ David L. Siddall

Name: David L. Siddall
Title: Vice President

El Paso Tennessee Pipeline Co.

By: /s/ David L. Siddall

Name: David L. Siddall
Title: Vice President

Sabine River Investors I, L.L.C.

By: /s/ David L. Siddall

Name: David L. Siddall
Title: Vice President

Sabine River Investors II, L.L.C.

By: /s/ David L. Siddall

Name: David L. Siddall
Title: Vice President

DIRECTORS, MANAGERS, EXECUTIVE OFFICERS
OR CONTROLLING PERSONS

The name, business address, present principal occupation or employment and the name, principal business address of any corporation or other organization in which such employment is conducted, of each of the executive officers and directors of (i) El Paso Energy Partners Company, L.L.C., (ii) DeepTech International Inc., (iii) El Paso Field Services Holding Company, (iv) El Paso Tennessee Pipeline Co., (v) El Paso Corporation and (vi) Sabine River Investors II, L.L.C.

(i) EL PASO ENERGY PARTNERS COMPANY, L.L.C.

NAME AND BUSINESS ADDRESS -----	CAPACITY IN WHICH SERVES -----	PRINCIPAL OCCUPATION -----	NAME, PRINCIPAL BUSINESS ADDRESS OF ORGANIZATION IN WHICH PRINCIPAL OCCUPATION IS CONDUCTED -----
Robert G. Phillips 4 Greenway Plaza Houston, Texas 77046	Chief Executive Officer	Chief Executive Officer of GulfTerra Energy Partners, L.P.	GulfTerra Energy Partners, L.P. 4 Greenway Plaza Houston, Texas 77046
James H. Lytal 4 Greenway Plaza Houston, Texas 77046	President	President of GulfTerra Energy Partners, L.P.	GulfTerra Energy Partners, L.P. 4 Greenway Plaza Houston, Texas 77046
Keith B. Forman 4 Greenway Plaza Houston, Texas 77046	Vice President and Chief Financial Officer	Vice President and Chief Financial Officer of GulfTerra Energy Partners, L.P.	GulfTerra Energy Partners, L.P. 4 Greenway Plaza Houston, Texas 77046
D. Mark Leland 4 Greenway Plaza Houston, Texas 77046	Senior Vice President and Chief Operating Officer	Senior Vice President and Chief Operating Officer of GulfTerra Energy Partners, L.P.	GulfTerra Energy Partners, L.P. 4 Greenway Plaza Houston, Texas 77046
Kathy A. Welch 4 Greenway Plaza Houston, Texas 77046	Vice President and Controller	Vice President and Controller of GulfTerra Energy Partners, L.P.	GulfTerra Energy Partners, L.P. 4 Greenway Plaza Houston, Texas 77046

(ii) DEEPTech INTERNATIONAL INC.

NAME AND BUSINESS ADDRESS -----	CAPACITY IN WHICH SERVES -----	PRINCIPAL OCCUPATION -----	NAME, PRINCIPAL BUSINESS ADDRESS OF ORGANIZATION IN WHICH PRINCIPAL OCCUPATION IS CONDUCTED -----
Robert G. Phillips 4 Greenway Plaza Houston, Texas 77046	Director, Chairman of the Board and Chief Executive Officer	Chief Executive Officer of GulfTerra Energy Partners, L.P.	GulfTerra Energy Partners, L.P. 4 Greenway Plaza Houston, Texas 77046
James H. Lytal 4 Greenway Plaza Houston, Texas 77046	Director and President	President of GulfTerra Energy Partners, L.P.	GulfTerra Energy Partners, L.P. 4 Greenway Plaza Houston, Texas 77046
Keith B. Forman 4 Greenway Plaza Houston, Texas 77046	Vice President and Chief Financial Officer	Vice President and Chief Financial Officer of GulfTerra Energy Partners, L.P.	GulfTerra Energy Partners, L.P. 4 Greenway Plaza Houston, Texas 77046
D. Mark Leland 4 Greenway Plaza Houston, Texas 77046	Senior Vice President and Controller	Senior Vice President and Chief Operating Officer of GulfTerra Energy Partners, L.P.	GulfTerra Energy Partners, L.P. 4 Greenway Plaza Houston, Texas 77046

(iii) EL PASO FIELD SERVICES HOLDING COMPANY

NAME AND BUSINESS ADDRESS -----	CAPACITY IN WHICH SERVES -----	PRINCIPAL OCCUPATION -----	NAME, PRINCIPAL BUSINESS ADDRESS OF ORGANIZATION IN WHICH PRINCIPAL OCCUPATION IS CONDUCTED -----
Robert G. Phillips 1001 Louisiana Street Houston, Texas 77002	Director and President	Chief Executive Officer of GulfTerra Energy Partners, L.P.	GulfTerra Energy Partners, L.P. 4 Greenway Plaza Houston, Texas 77046
James H. Lytal 1001 Louisiana Street Houston, Texas 77002	Vice President	President of GulfTerra Energy Partners, L.P.	GulfTerra Energy Partners, L.P. 4 Greenway Plaza Houston, Texas 77046
D. Mark Leland 1001 Louisiana Street Houston, Texas 77002	Director, Senior Vice President and Chief Financial Officer	Senior Vice President and Chief Operating Officer of GulfTerra Energy Partners, L.P.	GulfTerra Energy Partners, L.P. 4 Greenway Plaza Houston, Texas 77046

(iv) EL PASO TENNESSEE PIPELINE CO.

NAME AND BUSINESS ADDRESS -----	CAPACITY IN WHICH SERVES -----	PRINCIPAL OCCUPATION -----	NAME, PRINCIPAL BUSINESS ADDRESS OF ORGANIZATION IN WHICH PRINCIPAL OCCUPATION IS CONDUCTED -----
Douglas L. Foshee 1001 Louisiana Street Houston, Texas 77002	Director, Chairman of the Board, President and Chief Executive Officer	President, Chief Executive Officer and Director of El Paso Corporation	El Paso Corporation 1001 Louisiana Street Houston, Texas 77002
David L. Siddall 1001 Louisiana Street Houston, Texas 77002	Director, Vice President, Associate General Counsel and Corporate Secretary	Vice President, Chief Governance Officer and Corporate Secretary of El Paso Corporation	El Paso Corporation 1001 Louisiana Street Houston, Texas 77002
Peggy A. Heeg 1001 Louisiana Street Houston, Texas 77002	Director and Executive Vice President, Law	Executive Vice President and General Counsel of El Paso Corporation	El Paso Corporation 1001 Louisiana Street Houston, Texas 77002
D. Dwight Scott 1001 Louisiana Street Houston, Texas 77002	Director, Executive Vice President and Chief Financial Officer	Executive Vice President and Chief Financial Officer of El Paso Corporation	El Paso Corporation 1001 Louisiana Street Houston, Texas 77002
Jeffrey I. Beason 1001 Louisiana Street Houston, Texas 77002	Director, Senior Vice President and Controller	Senior Vice President and Controller of El Paso Corporation	El Paso Corporation 1001 Louisiana Street Houston, Texas 77002
Joe B. Wyatt 1001 Louisiana Street Houston, Texas 77002	Director	Director of El Paso Corporation	El Paso Corporation 1001 Louisiana Street Houston, Texas 77002

(v) EL PASO CORPORATION:

NAME AND BUSINESS ADDRESS -----	CAPACITY IN WHICH SERVES -----	PRINCIPAL OCCUPATION -----	NAME, PRINCIPAL BUSINESS ADDRESS OF ORGANIZATION IN WHICH PRINCIPAL OCCUPATION IS CONDUCTED -----
Ronald L. Kuehn, Jr. 1001 Louisiana Street Houston, Texas 77002	Chairman of the Board and Director	Chairman of the Board and Director of El Paso Corporation	El Paso Corporation 1001 Louisiana Street Houston, Texas 77002
Douglas L. Foshee 1001 Louisiana Street Houston, Texas 77002	Director, President and Chief Executive Officer	President and Chief Executive Officer of El Paso Corporation	El Paso Corporation 1001 Louisiana Street Houston, Texas 77002
D. Dwight Scott 1001 Louisiana Street Houston, Texas 77002	Executive Vice President and Chief Financial Officer	Executive Vice President and Chief Financial Officer of El Paso Corporation	El Paso Corporation 1001 Louisiana Street Houston, Texas 77002
Robert W. Baker 1001 Louisiana Street Houston, Texas 77002	Executive Vice President	Executive Vice President of El Paso Corporation	El Paso Corporation 1001 Louisiana Street Houston, Texas 77002
John Somerhalder 1001 Louisiana Street Houston, Texas 77002	Executive Vice President	Executive Vice President of El Paso Corporation	El Paso Corporation 1001 Louisiana Street Houston, Texas 77002
Peggy A. Heeg 1001 Louisiana Street Houston, Texas 77002	Executive Vice President and General Counsel	Executive Vice President and General Counsel of El Paso Corporation	El Paso Corporation 1001 Louisiana Street Houston, Texas 77002
Jeffrey I. Beason 1001 Louisiana Street Houston, Texas 77002	Senior Vice President and Controller	Senior Vice President and Controller of El Paso Corporation	El Paso Corporation 1001 Louisiana Street Houston, Texas 77002
John M. Bissell 2345 Walker Ave., N.W. Grand Rapids, MI 49501	Director	Chairman of the Board of Bissell Inc.	Bissell Inc. 2345 Walker Ave., N.W. Grand Rapids, MI 49544
Juan Carlos Braniff Universidad 1200, Col. XOCO Mexico, D.F.C.P. 03339	Director	Vice Chairman, Grupo Financiero Bancomer	Universidad 1200, Col. XOCO Mexico, D.F.C.P. 03339
James L. Dunlap 1659 North Boulevard Houston, Texas 77006	Director	Business Consultant	1659 North Boulevard Houston, Texas 77006
Robert W. Goldman 13 DuPont Circle Sugar Land, TX 77479	Director	Business Consultant	13 DuPont Circle Sugar Land, TX 77479
J. Michael Talbert Chairman of the Board Transocean Inc. 4 Greenway Plaza Houston, Texas 77046	Director	Chairman of the Board, Transocean Inc.	Transocean Inc. 4 Greenway Plaza Houston, Texas 77046
John Whitmire Consol Energy, Inc. 1800 Washington Road Pittsburgh, PA 15241	Director	Chairman of the Board, CONSOL Energy, Inc.	CONSOL Energy, Inc. 1800 Washington Road Pittsburgh, PA 15241
Anthony W. Hall, Jr. 900 Bagby, 4th Floor Houston, Texas 77002	Director	[City Attorney, City of Houston] [When? Term?]	Attorney, City of Houston 900 Bagby, 4th Floor Houston, Texas 77002
J. Carleton MacNeil Jr 3421 Spanish Trail Building 227D Delray Beach, FL 33483	Director	Securities Consultant	3421 Spanish Trail Building 227D Delray Beach, FL 33483
Malcolm Wallop Western Strategy Group 1100 Wilson Blvd., Suite 1400 Arlington, VA 22209	Director	Chairman, Frontiers of Freedom Foundation	Frontiers of Freedom Foundation 12011 Lee Jackson Memorial Hwy. Fairfax, VA 22033
Joe B. Wyatt Vanderbilt University 211 Kirkland Mall Nashville, TN 37240	Director	Chancellor Emeritus, Vanderbilt University	Vanderbilt University 211 Kirkland Mall Nashville, TN 37240

(vi) SABINE RIVER INVESTORS I, L.L.C.

NAME AND BUSINESS ADDRESS -----	CAPACITY IN WHICH SERVES -----	PRINCIPAL OCCUPATION -----	NAME, PRINCIPAL BUSINESS ADDRESS OF ORGANIZATION IN WHICH PRINCIPAL OCCUPATION IS CONDUCTED -----
Robert G. Phillips 1001 Louisiana Street Houston, Texas 77002	Chief Executive Officer	Chief Executive Officer of GulfTerra Energy Partners, L.P.	GulfTerra Energy Partners, L.P. Four Greenway Plaza Houston, Texas 77046
James H. Lytal 1001 Louisiana Street Houston, Texas 77002	President	President of GulfTerra Energy Partners, L.P.	GulfTerra Energy Partners, L.P. Four Greenway Plaza Houston, Texas 77046
D. Mark Leland 1001 Louisiana Street Houston, Texas 77002	Senior Vice President and Chief Operating Officer	Senior Vice President and Chief Operating Officer of GulfTerra Energy Partners, L.P.	GulfTerra Energy Partners, L.P. Four Greenway Plaza Houston, Texas 77046

(vi) SABINE RIVER INVESTORS II, L.L.C.

NAME AND BUSINESS ADDRESS -----	CAPACITY IN WHICH SERVES -----	PRINCIPAL OCCUPATION -----	NAME, PRINCIPAL BUSINESS ADDRESS OF ORGANIZATION IN WHICH PRINCIPAL OCCUPATION IS CONDUCTED -----
Robert G. Phillips 1001 Louisiana Street Houston, Texas 77002	President	Chief Executive Officer of GulfTerra Energy Partners, L.P.	GulfTerra Energy Partners, L.P. Four Greenway Plaza Houston, Texas 77046
D. Mark Leland 1001 Louisiana Street Houston, Texas 77002	Senior Vice President and Chief Financial Officer	Senior Vice President and Chief Operating Officer of GulfTerra Energy Partners, L.P.	GulfTerra Energy Partners, L.P. Four Greenway Plaza Houston, Texas 77046

VOTING AGREEMENT AND IRREVOCABLE PROXY

THIS VOTING AGREEMENT AND IRREVOCABLE PROXY (this "Agreement"), dated as of December 15, 2003, is by and among Enterprise Products Partners L.P., a Delaware limited partnership ("Enterprise"), El Paso Corporation, a Delaware corporation ("El Paso"), Sabine River Investors I, L.L.C., a Delaware limited liability company ("SRI I"), Sabine River Investors II, L.L.C., a Delaware limited liability company ("SRI II") and El Paso EPN Investments, L.L.C., a Delaware limited liability company ("El Paso EPN Investments" and, together with SRI I and SRI II, the "Unitholders").

WHEREAS, GulfTerra Energy Partners, L.P., a Delaware limited partnership ("GulfTerra") and Enterprise have entered into a Merger Agreement, dated as of December 15, 2003, by and among GulfTerra, GulfTerra Energy Company, L.L.C., Enterprise, Enterprise Products GP, LLC and Enterprise Products Management LLC (the "Merger Agreement"); and

WHEREAS, each of the Unitholders is the beneficial owner of that number of units representing limited partner interests in GulfTerra (generically, the "Units") set forth opposite such Unitholder's name on Annex A hereto (the Units owned by each such Unitholder, together with any additional Units of GulfTerra acquired after the date hereof, being collectively referred to herein as such Unitholder's "Subject Units"); and

WHEREAS, as a condition to the willingness of Enterprise to enter into the Merger Agreement, and as an inducement to it to do so, each of the Unitholders has agreed for the benefit of Enterprise as set forth in this Agreement;

NOW, THEREFORE, in consideration of the premises and the covenants and agreements contained in this Agreement, the parties hereto hereby agree as follows:

ARTICLE I
VOTING AGREEMENT AND PROXY

Section 1.1. Agreement to Vote. At any meeting of the holders of GulfTerra's Units held prior to the termination of this Agreement pursuant to Section 2.11 hereof (the "Termination Date"), however called, and at every adjournment or postponement thereof prior to the Termination Date, each Unitholder shall vote or cause to be voted the Subject Units held by such Unitholder (a) in favor of (i) the adoption of the Merger Agreement by GulfTerra, (ii) the merger (the "Merger") and other transactions contemplated by the Merger Agreement, and (iii) any actions required in furtherance of the Merger and the other transactions contemplated by the Merger Agreement, and (b) against (i) any Possible Alternative (as defined in the Merger Agreement), (ii) any proposal for action or agreement that is reasonably likely to result in a breach of any covenant, representation or warranty or any other obligation or agreement of a GulfTerra Party under the Merger Agreement or that is reasonably likely to result in any of the conditions to the obligations of GulfTerra under the Merger Agreement not being fulfilled, or (iii) any other action which could reasonably be expected to impede, interfere with, delay, postpone or materially affect the transactions contemplated by the Merger Agreement or the likelihood of such transactions being consummated.

Section 1.2. Irrevocable Proxy. In order to better effect the provisions of Section 1.1 hereof, each of the Unitholders hereby appoints _____ and _____, and each of them, as the proxy of such Unitholder, each with full power of substitution and resubstitution, to vote the Subject Units held by such Unitholder at any meeting of the holders of Units of GulfTerra held prior to the Termination Date, however called, and at every adjournment or postponement thereof prior to the Termination Date, and to execute any written consent of such Unitholder in lieu of any such meeting, with the same force and effect as such vote would have if the Unitholder were personally present at such meeting or signed such consent, in all cases, however, in accordance with the terms of Section 1.1 hereof. This proxy, being coupled with an interest, is irrevocable.

Section 1.3. Proxies and Voting Agreements. Each of the Unitholders hereby revokes any and all previous proxies (other than the proxy granted pursuant to Section 1.2 hereof) granted with respect to the Subject Units held by such Unitholder. Prior to the Termination Date, such Unitholder agrees not to, directly or indirectly, with respect to the Subject Units held by such Unitholder (a) grant any proxies or powers of attorney (except pursuant to Section 1.2 hereof), (b) deposit any of such Units into any voting trust or (c) enter into any other voting agreement or understanding.

Section 1.4. Transfer of Units by the Unitholders. Prior to the Termination Date, each of the Unitholders agrees not to sell, transfer, assign, convey or otherwise dispose of, directly or indirectly, any of the Units held by such Unitholder.

Section 1.5. Agreement of El Paso. El Paso shall cause each of the Unitholders to perform its obligations under this Agreement.

Section 1.6. Unitholders Representations and Warranties. Each Unitholder represents and warrants to Enterprise that (i) the Unitholder has duly authorized, executed and delivered this Agreement and this Agreement constitutes a valid and binding agreement and neither the execution and delivery of this Agreement nor the consummation by the Unitholder of the transactions contemplated hereby will constitute a violation of, a default under, or conflict with any contract, commitment, agreement, understanding, arrangement or restriction of any kind to which the Unitholder is party or by which the Unitholder is bound, (ii) consummation by the Unitholder of the transactions contemplated hereby will not violate, or require any consent, approval or notice under, any provision of law applicable to the Unitholder, (iii) there are no outstanding options, warrants or rights to purchase or acquire, proxies, powers-of-attorney or voting agreements relating to the Subject Units, other than this Agreement, (iv) such Subject Units constitute all of the securities of the Unitholder owned beneficially or of record by the Unitholder on the date hereof and (v) the Unitholder has the present power and right to vote all of the Subject Units as contemplated herein.

ARTICLE II
MISCELLANEOUS

Section 2.1. Further Assurances. From time to time, at the reasonable request of Enterprise, each of the other parties hereto shall execute and deliver or cause to be executed and

delivered such additional documents and instruments and take all such further action as may be necessary or desirable to consummate the transactions contemplated by this Agreement.

Section 2.2. Specific Performance. Each of the Unitholders agrees that Enterprise would be irreparably damaged if for any reason such Unitholder fails to perform any of its obligations under this Agreement, and that Enterprise would not have an adequate remedy at law for money damages in such event. Accordingly, Enterprise shall be entitled to seek specific performance and injunctive and other equitable relief to enforce the performance of this Agreement by such Unitholder. This provision is without prejudice to any other rights that Enterprise may have against such Unitholder for any failure to perform its obligations under this Agreement.

Section 2.3. Notices. All notices to be given pursuant hereto shall be given in accordance with Section 10.1 of the Merger Agreement.

Section 2.4. Definitions and Interpretation. Capitalized terms that are used but not defined herein shall have the meanings ascribed to them in the Merger Agreement. Section 1.2 of the Merger Agreement shall govern the interpretation hereof.

Section 2.5. Counterparts. This Agreement may be executed in two or more counterparts, all of which shall be considered one and the same agreement.

Section 2.6. Binding Effect and Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective permitted successors and assigns and any transferee of any Unitholder's Subject Units. This Agreement shall not be assignable by either party hereto without the written consent of the other party hereto. Nothing in this Agreement, express or implied, is intended to confer upon any person other than the parties hereto and their respective permitted successors and assigns, any rights, benefits or obligations hereunder. No Person other than the parties hereto is an intended beneficiary of this Agreement or any portion hereof.

Section 2.7. Governing Law. This Agreement shall be governed and construed in accordance with the internal laws of the State of Delaware, without giving effect to the principles of conflicts of law thereof that would require the application of another state's law.

Section 2.8. Entire Agreement; Amendments and Waivers. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties, and there are no other agreements between the parties in connection with the subject matter hereof except as set forth specifically herein or contemplated hereby. No supplement, modification or waiver of this Agreement shall be binding unless executed in writing by the party to be bound thereby. The failure of a party to exercise any right or remedy shall not be deemed or constitute a waiver of such right or remedy in the future. No waiver of any of the provisions of this Agreement shall be deemed to or shall constitute a waiver of any other provision hereof (regardless of whether similar), nor shall any such waiver constitute a continuing waiver unless otherwise expressly provided.

Section 2.9. Severability. Whenever possible, each provision or portion of any provision of this Agreement will be interpreted in such manner as to be effective and valid but if any provision or portion of any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision or portion of any provision, and this Agreement will be reformed, construed and enforced as if such invalid, illegal or unenforceable provision or portion of any provision had never been contained herein. The parties shall endeavor in good faith negotiations to replace any invalid, illegal or unenforceable provision with a valid provision the effects of which come as close as possible to those of such invalid, illegal or unenforceable provision.

Section 2.10. Attorneys' Fees. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements, in addition to any other relief to which such party may be entitled.

Section 2.11. Termination. This Agreement shall terminate and be of no further force and effect upon the first to occur of (i) the Effective Time and (ii) the termination of the Merger Agreement in accordance with its terms.

[Signature pages follow]

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

ENTERPRISE PRODUCTS PARTNERS L.P.

By: Enterprise Products GP, LLC,
its general partner

By: /s/ Michael A. Creel

Name: Michael A. Creel
Title: Executive Vice President

EL PASO CORPORATION

By: /s/ John Hopper

John Hopper
Vice President

SABINE RIVER INVESTMENTS I, L.L.C.

By: /s/ John Hopper

John Hopper
Vice President

SABINE RIVER INVESTMENTS II, L.L.C.

By: /s/ John Hopper

John Hopper
Vice President

EL PASO EPN INVESTMENTS, L.L.C.

By: /s/ John Hopper

John Hopper
Vice President

ANNEX A

UNITS

NUMBER OF
GULFTERRA
NUMBER OF
GULFTERRA
UNITHOLDER
COMMON
UNITS
SERIES C
UNITS -----

- Sabine
River
Investments
I, L.L.C.
8,262,902 -
- Sabine
River
Investments
II, L.L.C.
2,821,343 -
- El Paso
EPN
Investments,
L.L.C.
10,937,500
Total Units
11,084,245
10,937,500