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UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549  
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FORM 10-Q

(MARK ONE)

QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d)  
OF THE SECURITIES EXCHANGE ACT OF 1934

FOR THE QUARTERLY PERIOD ENDED SEPTEMBER 30, 2001

OR

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d)  
OF THE SECURITIES EXCHANGE ACT OF 1934

FOR THE TRANSITION PERIOD FROM TO

COMMISSION FILE NO. 1-11680

EL PASO ENERGY PARTNERS, L.P.  
(Exact Name of Registrant as Specified in its Charter)

DELAWARE  
(State or Other Jurisdiction  
of Incorporation or Organization)

76-0396023  
(I.R.S. Employer  
Identification No.)

EL PASO BUILDING  
1001 LOUISIANA STREET  
HOUSTON, TEXAS  
(Address of Principal Executive Offices)

77002  
(Zip Code)

Registrant's Telephone Number, Including Area Code: (713) 420-2600

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes  No

The registrant had 39,737,474 common units outstanding as of November 7, 2001.

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PART I -- FINANCIAL INFORMATION

ITEM 1. FINANCIAL STATEMENTS

EL PASO ENERGY PARTNERS, L.P.

CONDENSED CONSOLIDATED STATEMENTS OF INCOME  
(IN THOUSANDS, EXCEPT PER UNIT AMOUNTS)  
(UNAUDITED)

QUARTER ENDED NINE MONTHS ENDED SEPTEMBER 30,			
SEPTEMBER 30, -----			
2001	2000	2001	2000
-----	-----	-----	-----
- Operating			
revenues.....			
\$43,126	\$29,642	\$142,615	\$75,404
-----	-----	-----	-----
Operating expenses			
Cost of natural gas..... 9,822 8,760			
43,986	14,344	Operations and maintenance,	
net..... 7,157 3,896 22,266 7,797			
Depreciation, depletion and			
amortization..... 8,040 6,954 24,414 20,418			
Asset impairment			
charge..... -- -- 3,921 --			
-----	-----	25,019	19,610
94,587	42,559	-----	-----
Operating			
income..... 18,107			
10,032	48,028	32,845	-----
-- Other income (loss) Earnings from unconsolidated			
affiliates..... 3,003 6,215 2,659 16,287			
Net gain (loss) on sales of			
assets..... 511 150 (10,740) 150 Other			
income..... 565			
143	26,922	1,310	-----
4,079	6,508	18,841	17,747
-----	-----	-----	-----
Income before interest, income taxes and			
other			
charges.....			
22,186	16,540	66,869	50,592
-----	-----	-----	-----
- Interest and debt			
expense..... 10,149 11,774			
29,915 35,524 Minority			
interest..... --			
(14) 100 121 Income tax			
benefit..... -- (82)			
-----	(221)	-----	10,149
11,678	30,015	35,424	-----
-- Net			
income.....			
12,037	4,862	36,854	15,168
Net income allocated to			
General Partner..... 5,814 4,114 16,413			
10,968 Net income allocated to Series B			
unitholders..... 4,538 1,417 13,324 1,417			
-----	-----	-----	-----
Net income (loss)			
allocated to limited partners..... \$ 1,685 \$			
(669) \$ 7,117 \$ 2,783			
==== Basic and diluted net income (loss) per			
unit..... \$ 0.05 \$ (0.02) \$ 0.21 \$ 0.10			
==== Weighted average			
number of units outstanding..... 34,245 31,229			
33,438	28,429	-----	-----

See accompanying notes.

EL PASO ENERGY PARTNERS, L.P.

CONDENSED CONSOLIDATED BALANCE SHEETS  
(IN THOUSANDS, EXCEPT UNIT AMOUNTS)  
(UNAUDITED)

SEPTEMBER 30,	DECEMBER 31,	2001	2000	-----	--
----- ASSETS					
Current assets	Cash and cash				
equivalents.....		\$ 35,893			
	\$ 20,281 Accounts receivable,				
net.....		37,175	32,734		
	Other current				
assets.....		8,582			
	633 ----- ----- Total current				
assets.....		81,650	53,648		
	Property, plant, and equipment,				
net.....		804,515	619,238		
	Investments in unconsolidated				
affiliates.....		66,120	182,734		
	Other				
	noncurrent				
assets.....		30,689			
	11,182 ----- ----- Total				
assets.....		\$982,974			
\$866,802 =====	===== LIABILITIES AND PARTNERS'				
CAPITAL					
Current liabilities	Accounts				
payable.....		\$			
	10,499 \$ 14,425 Accrued				
interest.....					
16,136	3,107 Current maturities of project finance				
loan.....		14,250	--		
Other current					
liabilities.....		7,303			
	2,171 ----- ----- Total current				
liabilities.....		48,188	19,703		
	Revolving credit				
facility.....		80,000			
	318,000 Long-term				
debt.....					
425,000	175,000 Project finance loan, less current				
maturities.....		80,750	45,000		
	Other				
	noncurrent				
liabilities.....		197	394	-	
	----- ----- Total				
liabilities.....		634,135			
	558,097 ----- ----- Commitments and				
	contingencies				
Minority					
interest.....		-			
- (2,366)	Partners' capital Limited partners Series B				
preference units;	170,000 units issued and				
outstanding.....					
	188,986 175,668 Common units; 34,100,404 and				
	31,550,314 units issued and				
outstanding.....					
	158,734 132,802 General				
partner.....					
	3,069 2,601 Accumulated other comprehensive				
income.....		(1,950)	--		
-- Total partners' capital.....					
348,839	311,071 ----- ----- Total liabilities				
and partners' capital.....		\$982,974	\$866,802		
	=====				

See accompanying notes.

EL PASO ENERGY PARTNERS, L.P.

CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS  
(IN THOUSANDS)  
(UNAUDITED)

NINE MONTHS ENDED SEPTEMBER 30, -----	
2001	2000
----- Cash flows from operating activities Net	
income.....	\$
36,854	\$ 15,168
Adjustments to reconcile net income to net cash from operating activities	
Depreciation, depletion and amortization.....	24,414 20,418
Asset impairment charge.....	
3,921	--
Net loss (gain) on sales of assets.....	
10,740	(150)
Distributed earnings of unconsolidated affiliates	
Earnings from unconsolidated affiliates.....	(2,659) (16,287)
Distributions from unconsolidated affiliates.....	
27,862	23,216
Working capital changes, net of non-cash transactions.....	
(14,534)	4,934
Non-working capital changes and other.....	
2,742	1,964
----- Net cash provided by operating activities.....	
89,340	49,263
Cash flows from investing activities	
Additions to property, plant and equipment.....	(227,190)
(64,409)	
Proceeds from sales of assets.....	
109,126	--
Additions to investments in unconsolidated affiliates.....	
(1,487)	
(13,166)	
Cash paid for acquisitions, net of cash acquired.....	
(8,000)	(26,476)
Other.....	
--	(186)
----- Net cash used in investing activities.....	
(127,551)	(104,237)
----- Cash flows from financing activities	
Net proceeds from revolving credit facility.....	
224,994	
115,048	
Revolving credit facility repayments.....	
(466,000)	(118,000)
Net proceeds from issuance of long-term debt.....	
243,185	--
Net proceeds from project financing.....	
49,961	19,705
Net proceeds from issuance of common units.....	
74,653	100,784
Distributions to partners.....	
(73,675)	
(57,021)	
Contribution from General Partner.....	
705	2,786
----- Net cash provided by financing activities.....	
53,823	63,302
----- Increase in cash and cash equivalents.....	
15,612	8,328
Cash and cash equivalents Beginning of period.....	
20,281	
4,202	
----- End of period.....	
\$	\$
35,893	\$ 12,530
===== Non-cash activity:	
Issuance of Series B preference units to acquire the Crystal storage businesses.....	
\$	\$
--	\$ 170,000

See accompanying notes.

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS  
(UNAUDITED)

1. BASIS OF PRESENTATION

Our 2000 Annual Report on Form 10-K includes a summary of our significant accounting policies and other disclosures. You should read it in conjunction with this Quarterly Report on Form 10-Q. The financial statements as of September 30, 2001, and for the quarters and nine months ended September 30, 2001 and 2000, are unaudited. The balance sheet at December 31, 2000, is derived from the audited balance sheet included in our Annual Report on Form 10-K. These financial statements have been prepared pursuant to the rules and regulations of the United States Securities and Exchange Commission and do not include all disclosures required by accounting principles generally accepted in the United States. In our opinion, we have made all adjustments, all of which are of a normal, recurring nature, to fairly present our interim period results. Information for interim periods may not necessarily indicate the results of operations for the entire year due to the seasonal nature of our businesses. The prior period information also includes reclassifications, which were made to conform to the current period presentation. These reclassifications have no effect on our reported net income or partners' capital.

Our accounting policies are consistent with those discussed in our Form 10-K, except as discussed below. You should refer to the Form 10-K for a further discussion of those policies.

Accounting for Price Risk Management Activities

Our business activities expose us to a variety of risks, including commodity price risk and interest rate risk. Our General Partner identifies risks associated with our businesses and determines which risks we want to manage and which types of instruments we should use to manage those risks.

We record all derivative instruments on the balance sheet at their fair value under the provisions of Statement of Financial Accounting Standards (SFAS) No. 133, Accounting for Derivative Instruments and Hedging Activities.

During the normal course of our business, we may enter into contracts that qualify as derivatives under the provisions of SFAS No. 133. As a result, we evaluate our contracts to determine whether derivative accounting is appropriate. Contracts that meet the criteria of a derivative and qualify as "normal purchases" and "normal sales", as those terms are defined in SFAS No. 133, may be excluded from SFAS No. 133 treatment.

For those instruments entered into to hedge risk and which qualify as hedges, we apply the provisions of SFAS No. 133, and the accounting treatment depends on each instrument's intended use and how it is designated. In addition to its designation, a hedge must be effective. To be effective, changes in the value of the derivative or its resulting cash flows must substantially offset changes in the value or cash flows of the item being hedged.

We have entered into cash flow hedges that qualify for SFAS No. 133 treatment. Changes in the fair value of a derivative designated as a cash flow hedge are recorded in accumulated other comprehensive income for the portion of the change in value of the derivative that is effective. The ineffective portion of the derivative is recorded in earnings in the current period. Classification in the income statement of the ineffective portion is based on the income classification of the item being hedged.

We may also purchase and sell instruments to economically hedge price fluctuations in the commodity markets. These instruments are not documented as hedges due to their short-term nature, or do not qualify under the provisions of SFAS No. 133 for hedge accounting due to the terms in the instruments. Where such derivatives do not qualify, changes in their fair value are recorded in earnings in the current period.

As generally used in the energy industry and in this document, the following terms have the following meanings:

/d	= per day	MMcf	= million cubic feet
Bbl	= barrel	NGL	= natural gas liquids
MBbls	= thousand barrels	Mcf	= thousand cubic feet
Mdth	= thousand dekatherms		

When we refer to cubic feet measurements, all measurements are at 14.73 pounds per square inch.

2. ACQUISITIONS AND DISPOSITIONS

Gulf of Mexico assets

In accordance with a Federal Trade Commission (FTC) order related to El Paso Corporation's merger with The Coastal Corporation, we, along with Deepwater Holdings, agreed to sell several of our offshore Gulf of Mexico assets to third parties in January 2001. Total consideration received for these assets was approximately \$162 million consisting of approximately \$108 million for the assets we sold and approximately \$54 million for the assets Deepwater Holdings sold. The offshore assets sold include interests in Stingray, UTOS, Nautilus, Manta Ray Offshore, Nemo, Tarpon and the Green Canyon pipeline assets, as well as interests in two offshore platforms and one dehydration facility. We recognized net losses from the asset sales of approximately \$11 million, and Deepwater Holdings recognized losses of approximately \$21 million. Our share of Deepwater Holdings' losses was approximately \$14 million, which has been reflected in earnings from unconsolidated affiliates in the accompanying statements of income.

As additional consideration for the above transactions, El Paso Corporation agreed to make payments to us totaling \$29 million. These payments, which began in the first quarter of 2001, will be made in quarterly installments of \$2.25 million for the next three years and \$2 million in the first quarter of 2004. From this additional consideration, we recognized income of approximately \$25 million in the first quarter of 2001, which has been reflected in other income in the accompanying statements of income.

EPN Texas

In February 2001, we acquired the south Texas fee-based NGL transportation and fractionation assets (EPN Texas) from a subsidiary of El Paso Corporation for \$133 million. We funded the acquisition of these assets by borrowing from our revolving credit facility. These assets include more than 600 miles of NGL gathering and transportation pipelines. The NGL pipeline system gathers and transports unfractionated and fractionated products. We also acquired three fractionation plants with a capacity of approximately 96 MBbls/d. These plants fractionate NGLs into ethane, propane, and butane products which are used by refineries and petrochemical plants along the Texas Gulf Coast. We accounted for the acquisition as a purchase and assigned the purchase price to the assets acquired based upon the estimated fair value of the assets as of the acquisition date.

The following selected unaudited pro forma information represents our consolidated results of operations on a pro forma basis for the nine months ended September 30, 2001 and 2000, as if we acquired EPN Texas as of the beginning of each period presented:

2001	2000	-----	-----	(IN THOUSANDS, EXCEPT PER UNIT AMOUNTS) Operating
revenues.....				
		\$147,657	\$92,180	Operating
income.....				\$
		50,952	\$43,885	Net
income.....				
		\$ 38,076	\$20,854	Basic and diluted net income per unit.....
				\$ 0.25 \$ 0.29

Deepwater Holdings and Chaco Transactions

In October 2001, we acquired the remaining 50 percent interest that we did not already own in Deepwater Holdings, L.L.C., from a subsidiary of El Paso Corporation, for approximately \$85 million, consisting of \$30 million cash and \$55 million of assumed indebtedness. We contemporaneously repaid the outstanding revolving credit facility balance and terminated the facility. HIOS and East Breaks natural gas gathering systems became indirectly wholly-owned assets through this transaction.

In a separate transaction, we also acquired the Chaco cryogenic natural gas processing plant for \$198.5 million. The total purchase price was composed of a payment of \$77 million to acquire the plant from the bank group that provided the financing for the construction of the facility and a payment of \$121.5 million to El Paso Field Services, L.P., an El Paso Corporation subsidiary, in connection with the execution of a 20-year agreement relating to the processing capacity of the Chaco plant and dedication of natural gas

gathered by El Paso Field Services. We funded these transactions by borrowing from our revolving credit facility. We will account for these transactions as purchases and will assign the purchase price to the net assets acquired based upon the estimated fair value of the net assets as of the acquisition date.

### 3. PARTNERS' CAPITAL

#### Public offerings of common units

In March 2001, we completed a public offering of 2,250,000 common units. We used the net cash proceeds of \$66.6 million to reduce indebtedness under our revolving credit facility. In addition, our General Partner contributed \$0.7 million in cash to us in order to satisfy its one percent contribution requirement.

In October 2001, we issued 5,627,070 common units, which included 1,477,070 common units purchased by our General Partner. We used the net cash proceeds of approximately \$212 million to redeem \$50 million of our Series B preference units and will use the remaining proceeds to reduce indebtedness under our revolving credit facility. In addition, our General Partner contributed \$2.1 million in cash to us in order to satisfy its one percent contribution requirement.

#### Cash distributions

The following table reflects our per unit cash distributions to our common unitholders and the total incentive distributions paid to our General Partner during the nine months ended September 30, 2001:

COMMON GENERAL MONTH PAID UNIT PARTNER -----	-----	--
----- (IN MILLIONS)		
February.....	\$0.550 \$4.6	=====
May.....	\$0.575 \$5.8	=====
August.....	\$0.575 \$5.8	=====

In October 2001, we declared a cash distribution of \$0.6125 per common unit for the quarter ended September 30, 2001, which we will pay on November 15, 2001, to unitholders of record as of October 31, 2001. In addition, we will pay our General Partner \$8.1 million in incentive distributions. At the current distribution rates, our General Partner receives approximately 26 percent of the total cash distributions we pay in the form of incentive distributions.

#### Other

In April 2001, we amended our 1998 Common Unit Plan for Non-Employee Directors to allow for the issuance of restricted units. These units carry voting and distribution rights; however, sale or transfer of the units is restricted. The restrictions on each restricted unit shall end if the director ceases to be a director.

As of September 30, 2001, we received net proceeds of \$8.0 million related to the exercise of 296,000 common unit options.

In October 2001, we issued approximately one million unit options, with an exercise price of \$34.99 per unit, to employees of affiliates of our general partner who are responsible for our day to day operations. These options were issued under our Omnibus Compensation Plan and vest one-half per year over the next two years and expire ten years from the grant date. We will account for these unit options under the provisions of SFAS No. 123, Accounting for Stock-Based Compensation. The fair value of these unit options is estimated on the date of grant using the Black-Scholes option-pricing model with the following weighted average assumptions:

Expected term in years.....	8
Expected volatility.....	27.50%
Expected dividends.....	9.55%
Risk-free interest rate.....	2.35%

The Black-Scholes weighted average fair value of these unit options is \$2.16, resulting in approximately \$2.2 million of compensation expense that will be recognized over the two year vesting period of the grant.

#### 4. PROPERTY, PLANT AND EQUIPMENT

Our property, plant and equipment consisted of the following:

SEPTEMBER 30,	DECEMBER 31,	2001	2000	-----	-----
----- (IN THOUSANDS) Property, plant and equipment, at cost					
Pipelines.....	\$350,849	\$239,920	Platforms and facilities.....	268,106	
	127,639	Oil and natural gas properties.....	156,320	156,320	
		Natural gas storage facilities.....	152,083	147,294	
		Construction work-in-progress.....	66,481	127,811	----
		-----	993,839	798,984	Less accumulated depreciation, depletion and amortization.....
			189,324	179,746	-----
					----- Property, plant and equipment, net.....
			\$804,515	\$619,238	=====

Due to the sale of our interest in the Manta Ray Offshore system in January 2001, we lost a primary connecting point to our Manta Ray pipeline. As a result, we abandoned the Manta Ray pipeline and recorded an impairment of approximately \$3.9 million in the first quarter of 2001 which is reflected in the Natural Gas Gathering and Transportation segment.

In September 2001, we transferred approximately \$150 million from Construction work-in-progress to Platforms and facilities as a result of placing our Prince Tension Leg Platform (TLP) into service.

#### 5. DEBT AND OTHER CREDIT FACILITIES

##### 8.50% Senior Subordinated Notes

In May 2001, we issued \$250 million aggregate principal amount of 8.50% Senior Subordinated Notes due 2011. Proceeds of approximately \$243 million, net of issuance costs, were used to reduce indebtedness under our revolving credit facility.

##### Revolving credit facility

In May 2001, we increased the size of our revolving credit facility from \$500 million to \$600 million and extended the maturity through May 2004. As of September 30, 2001, we had \$80 million outstanding under our revolving credit facility and the average interest rate was 4.50%. We pay a variable commitment fee on the unused portion of the revolving credit facility.

In October 2001, we borrowed approximately \$284 million from our revolving credit facility to fund the acquisitions of the Chaco plant and the remaining 50 percent interest in Deepwater Holdings. We will use proceeds of approximately \$162 million from our October 2001 equity issuance to reduce indebtedness under our revolving credit facility.



## Project finance loan

In August 2000, Argo L.L.C., one of our subsidiaries, obtained a \$95 million limited recourse project finance loan from a group of commercial lenders to finance a substantial portion of the total cost of the Prince TLP, pipelines and other facilities. The Prince TLP was installed in the Prince Field in July 2001, and we placed it into service in September 2001. In accordance with the terms of this loan, it will be converted into a term loan in December 2001 and will mature in December 2006. The term loan requires us to pay interest quarterly and will have a principal balance of \$95 million to be paid in quarterly installments over a five year period. The first payment is due at the end of the first quarter of 2002. The term loan is collateralized by substantially all of Argo's assets and we have guaranteed \$30 million of the term loan. As of September 30, 2001, \$95 million was outstanding under this project finance loan at an average interest rate was 5.05%.

## Other credit facilities

Deepwater Holdings and Poseidon Oil Pipeline Company, L.L.C. are parties to credit agreements under which each has outstanding obligations that may restrict their ability to pay distributions to their respective owners.

As of September 30, 2001, Deepwater Holdings had a \$175 million revolving credit facility with a syndicate of commercial banks with \$110 million outstanding at an average floating interest rate of 5.00%. The proceeds from the sales of Stingray, UTOS and the West Cameron dehydration facility in the first six months of 2001 of approximately \$54 million were used to reduce the revolving credit facility balance. In October 2001, in conjunction with our purchase of the remaining 50 percent interest in Deepwater Holdings, we repaid the entire outstanding balance and terminated the revolving credit facility.

In April 2001, Poseidon amended and restated its credit facility to provide up to \$185 million with a maturity of April 2004. As of September 30, 2001, Poseidon had \$150 million outstanding under its revolving credit facility at an average floating interest rate of 5.25%.

## 6. HEDGING ACTIVITIES

A majority of our commodity sales and purchases are at spot market or forward market prices. We use futures, forward contracts, and swaps to limit our exposure to fluctuations in the commodity markets and allow for a fixed cash flow stream from these activities. On January 1, 2001, we adopted the provisions of SFAS No. 133, Accounting for Derivatives and Hedging Activities. We did not have any derivative contracts in place at December 31, 2000, and therefore, there was no transition adjustment recorded in our financial statements. During 2001, we entered into cash flow hedges. As of September 30, 2001, the fair value of these cash flow hedges included in accumulated other comprehensive income was an unrealized loss of approximately \$2.0 million. We estimate the entire amount will be reclassified from accumulated other comprehensive income to earnings over the next 12 months. Reclassifications occur upon physical delivery of the hedged commodity and the corresponding expiration of the hedge. For the quarter and nine months ended September 30, 2001, there was no ineffectiveness in our cash flow hedges.

## 7. COMMITMENTS AND CONTINGENCIES

### Legal Proceedings

We, along with several subsidiaries of El Paso Corporation, were named defendants in actions brought by Jack Grynberg on behalf of the U.S. Government under the False Claims Act. Generally, these complaints allege an industry-wide conspiracy to under report the heating value as well as the volumes of the natural gas produced from federal and Native American lands, which deprived the U.S. Government of royalties. These matters have been consolidated for pretrial purposes (In re: Natural Gas Royalties Qui Tam Litigation, U.S. District Court for the District of Wyoming). In May 2001, the court denied the defendants' motions to dismiss.

We have also been named defendants in *Quinque Operating Company, et al v. Gas Pipelines and Their Predecessors, et al*, filed in 1999 in the District Court of Stevens County, Kansas. This class action complaint alleges that the defendants mismeasured natural gas volumes and heating content of natural gas on non-federal and non-Native American lands. The Quinque complaint was transferred to the same court handling the Grynberg complaint and has now been sent back to Kansas State Court for further proceedings. A motion to dismiss this case is pending.

We are also a named defendant in numerous lawsuits and a named party in numerous governmental proceedings arising in the ordinary course of our business.

While the outcome of the matters discussed above cannot be predicted with certainty, based on information known to date, we do not expect the ultimate resolution of these matters to have a material adverse effect on our ongoing financial position, operating results or cash flows.

#### Environmental

We are subject to extensive federal, state, and local laws and regulations governing environmental quality and pollution control. These laws and regulations require us to remove or remedy the effect on the environment of the disposal or release of specified substances at current and former operating sites.

It is possible that new information or future developments could require us to reassess our potential exposure related to environmental matters. We may incur significant costs and liabilities in order to comply with existing environmental laws and regulations. It is also possible that other developments, such as increasingly strict environmental laws, regulations and claims for damages to property, employees, other persons and the environment resulting from current or past operations, could result in substantial costs and liabilities in the future. As this information becomes available, or other relevant developments occur, we will make accruals accordingly.

#### Regulatory Matters

In September 2001, FERC issued a Notice of Proposed Rulemaking (NOPR). The NOPR proposes to apply the standards of conduct governing the relationship between interstate pipelines and marketing affiliates to all energy affiliates. Since HIOS and Petal natural gas storage are interstate facilities as defined by the Natural Gas Act, the proposed regulations, if adopted by FERC, would dictate how HIOS and Petal conduct business and interact with all energy affiliates of El Paso Corporation and us. We cannot predict the outcome of the NOPR, but adoption of the regulations in substantially the form proposed would, at a minimum, place administrative and operational burdens on us. Further, more fundamental changes could be required such as a complete organizational separation or sale of HIOS and Petal.

#### 8. SEGMENT INFORMATION

We segregate our business activities into five distinct operating segments:

- Natural Gas Gathering and Transportation;
- Liquid Transportation and Handling;
- Platforms;
- Natural Gas Storage; and
- Oil and Natural Gas Production.

As a result of our acquisition of EPN Texas in February 2001, we began providing NGL transportation and fractionation services and have shown these activities as a separate segment called Liquid Transportation and Handling. This segment also includes the liquid transportation services of the Allegheny and Poseidon oil pipelines which were previously reflected in the Natural Gas Gathering and Transportation segment.

With the July 2001 installation of the Prince TLP facility in Ewing Bank Block 1003, we began managing our platform operations separately from our gathering and transportation operations. Accordingly, we have

shown our platforms as a separate segment called Platforms. The Prince TLP processes oil and natural gas from the Prince Field. First production flowed through the facility in September 2001. This segment also includes the East Cameron 373, Viosca Knoll 817, Garden Banks 72, and Ship Shoal 331 and 332 platforms which were previously reflected in the Natural Gas Gathering and Transportation segment.

We have restated the prior periods, to the extent practicable, in order to conform to the current business segment presentation. The results of operations for the restated periods are not necessarily indicative of the results that would have been achieved had the revised business structure been in effect during the period.

Each of our segments are business units that offer different services and products. They are managed separately, as each requires different technology and marketing strategies. We measure segment performance using performance cash flows, or an asset's ability to generate cash flow. Performance cash flows should not be considered an alternate to earnings, earnings before interest expense and income taxes (EBIT), or other financial measures as an indicator of operating performance. The following are results as of and for the periods ended September 30:

QUARTER ENDED SEPTEMBER 30, 2001

NATURAL GAS GATHERING LIQUID				
NATURAL OIL AND AND				
TRANSPORTATION GAS NATURAL GAS				
TRANSPORTATION AND HANDLING				
PLATFORMS STORAGE PRODUCTION				
OTHER(1) TOTAL -----				
-----				
---				
(IN THOUSANDS) Revenue				
from external				
customers.....				
\$ 18,158 \$ 10,130 \$ 5,650 \$				
4,641 \$ 4,547 \$ -- \$ 43,126				
Intersegment				
revenue.....	84	--	3,147	
-- -- (3,231) -- Depreciation,				
depletion and				
amortization.....				
1,592 1,465 1,633 1,401 1,902				
47 8,040 Operating income				
(loss).....	6,132	7,106		
6,223 2,127 (1,111) (2,370)				
18,107 Earnings (loss) from				
unconsolidated affiliates....				
(510) 3,513 -- -- -- 3,003				
EBIT.....				
6,132 10,619 6,223 2,127				
(1,111) (1,804) 22,186				
Performance cash				
flows (2).....	14,234	13,251		
7,856 3,528 791 41 39,701				
Assets.....				
213,134 196,760 255,695				
194,539 43,803 79,043 982,974				

QUARTER ENDED SEPTEMBER 30, 2000

NATURAL GAS GATHERING LIQUID				
NATURAL OIL AND AND				
TRANSPORTATION GAS NATURAL GAS				
TRANSPORTATION AND HANDLING				
PLATFORMS STORAGE PRODUCTION				
OTHER(1) TOTAL -----				
-----				
---				
(IN THOUSANDS) Revenue				
from external				
customers.....				
\$ 17,513 \$ 2,364 \$ 3,582 \$				
1,544 \$ 4,639 \$ -- \$ 29,642				
Intersegment				
revenue.....	138	--		
3,488 -- -- (3,626) --				
Depreciation, depletion and				
amortization.....				
2,165 348 1,092 467 2,794 88				
6,954 Operating income				
(loss).....	6,253	1,990		

	5,441	387	(1,285)	(2,754)
	10,032	Earnings from		
	unconsolidated			
affiliates.....				
	2,270	3,945	-- -- -- --	6,215
EBIT.....				
	8,673	5,935	5,441	387 (1,285)
	(2,611)	16,540	Performance	
cash flows(2).....	12,146			
	6,492	6,533	854	(1,572) (42)
	24,411			
Assets.....				
	334,525	75,106	184,040	170,272
	59,805	18,800	842,548	

- -----

- (1) Represents intersegment eliminations and other income or assets not associated with our segment activities.
- (2) Performance cash flows are determined by taking EBIT and adding or subtracting, as appropriate, cash distributions from equity investments; depreciation, depletion and amortization; earnings from unconsolidated affiliates; and other items. The calculation of performance cash flows for the 2001 periods excludes the income recognized from El Paso Corporation's additional consideration related to the sales of our Gulf of Mexico assets, losses incurred on the sales of these assets and the impairment of our Manta Ray pipeline.

NINE MONTHS ENDED SEPTEMBER 30, 2001

NATURAL GAS GATHERING LIQUID  
 NATURAL OIL AND AND  
 TRANSPORTATION GAS NATURAL GAS  
 TRANSPORTATION AND HANDLING  
 PLATFORMS STORAGE PRODUCTION  
 OTHER(1) TOTAL -----  
 -----

--- (IN THOUSANDS) Revenue  
 from external  
 customers.....  
 \$ 69,054 \$ 22,866 \$ 13,545 \$  
 15,089 \$22,061 \$ -- \$142,615  
 Intersegment  
 revenue..... 297 --  
 9,483 -- -- (9,780) --  
 Depreciation, depletion and  
 amortization.....  
 5,597 3,646 3,726 4,203 6,504  
 738 24,414 Asset impairment  
 charge..... 3,921 -- -- --  
 -- -- 3,921 Operating income  
 (loss)..... 14,729 15,377  
 16,714 7,991 3,457 (10,240)  
 48,028 Earnings (loss) from  
 unconsolidated affiliates....  
 (10,304) 12,963 -- -- -- --  
 2,659  
 EBIT.....  
 19,109 28,340 16,682 8,011  
 3,457 (8,730) 66,869  
 Performance cash  
 flows (2)..... 37,607 34,035  
 20,440 12,214 9,961 (2,413)  
 111,844  
 Assets.....  
 213,134 196,760 255,695  
 194,539 43,803 79,043 982,974

NINE MONTHS ENDED SEPTEMBER 30, 2000

NATURAL GAS GATHERING LIQUID  
 NATURAL OIL AND AND  
 TRANSPORTATION GAS NATURAL GAS  
 TRANSPORTATION AND HANDLING  
 PLATFORMS STORAGE PRODUCTION  
 OTHER(1) TOTAL -----  
 -----

--- (IN THOUSANDS) Revenue  
 from external  
 customers.....  
 \$ 40,698 \$ 5,989 \$ 10,730 \$  
 1,544 \$16,443 \$ -- \$ 75,404  
 Intersegment  
 revenue..... 497 --  
 9,748 -- -- (10,245) --  
 Depreciation, depletion and  
 amortization.....  
 5,898 1,043 3,221 467 9,178  
 611 20,418 Operating income  
 (loss)..... 20,984 4,903  
 18,106 387 (3,967) (7,568)  
 32,845 Earnings from  
 unconsolidated affiliates....  
 6,968 9,319 -- -- -- -- 16,287  
 EBIT.....  
 28,102 15,221 18,106 387  
 (3,967) (7,257) 50,592  
 Performance cash  
 flows (2)..... 42,530 16,664  
 19,077 854 4,247 (6,647)  
 76,725  
 Assets.....  
 334,525 75,106 184,040 170,272  
 59,805 18,800 842,548

- (1) Represents intersegment eliminations and other income or assets not associated with our segment activities.
- (2) Performance cash flows are determined by taking EBIT and adding or subtracting, as appropriate, cash distributions from equity investments; depreciation, depletion and amortization; earnings from unconsolidated affiliates; and other items. The calculation of performance cash flows for the 2001 periods excludes the income recognized from El Paso Corporation's additional consideration related to the sales of our Gulf of Mexico assets, losses incurred on the sales of these assets and the impairment of our Manta Ray pipeline.

9. INVESTMENTS IN UNCONSOLIDATED AFFILIATES

We hold investments in various affiliates which we account for using the equity method of accounting. Summarized financial information for these investments is as follows:

NINE MONTHS ENDED SEPTEMBER 30, 2001

DEEPWATER HOLDINGS(1)	POSEIDON OTHER(2)	TOTAL	---
			OWNERSHIP
INTEREST.....	50%		
36% 25.67%	=====	=====	===== (IN THOUSANDS)
OPERATING RESULTS DATA Operating			
revenues.....		\$ 39,138	
	\$53,370 \$1,982	Other income	
(loss).....	--	335 (85)	
Operating			
expenses.....		(15,812)	
	(3,024) (590)		
Depreciation.....			
	(8,380) (8,512) (953)	Other	
expenses.....			
	(6,625) (5,887) 222	Loss on	
sale.....			
(21,044) -- --	-----	-----	----- Net income
(loss).....		\$(12,723)	
\$36,282 \$ 576	=====	=====	===== OUR SHARE
Allocated (loss)			
income(3).....		\$(10,443)	
	\$13,062 \$ 148		
Adjustments(4).....			
-- (99) (9)	-----	-----	----- Earnings
(loss) from unconsolidated affiliates....			
\$(10,443) \$12,963 \$ 139 \$ 2,659	=====	=====	=====
	=====	=====	===== Allocated
distributions.....		\$ 12,850	
\$15,012 \$ -- \$27,862	=====	=====	=====
	=====		

NINE MONTHS ENDED SEPTEMBER 30, 2000

DEEPWATER HOLDINGS(1)	POSEIDON OTHER(2)	TOTAL	----
			OWNERSHIP
INTEREST.....	50%		
36% 25.67%	=====	=====	===== (IN THOUSANDS)
OPERATING RESULTS DATA Operating			
revenues.....		\$ 49,254	
	\$47,934 \$20,611	Other	
income.....		335	
	1,183 1,601	Operating	
expenses.....		(21,614)	
	(5,289) (3,912)		
Depreciation.....			
	(13,284) (7,657) (7,616)	Other	
expenses.....			
(7,031) (8,489) (324)	-----	-----	----- Net
income.....		\$	
7,660 \$27,682 \$10,360	=====	=====	===== OUR
	=====	=====	===== SHARE Allocated
income(3).....		\$ 3,446	
	\$ 9,965 \$ 2,659		
Adjustments(4).....			
1,038 (646) (175)	-----	-----	-----
Earnings from unconsolidated			
affiliates.....		\$ 4,484 \$ 9,319 \$ 2,484	
\$16,287	=====	=====	===== Allocated
distributions.....		\$ 9,550	
\$ 7,718 \$ 5,948 \$23,216	=====	=====	=====
	=====		

- 
- (1) In January 2001, Deepwater Holdings sold its interest in Stingray and the West Cameron dehydration facility. Deepwater Holdings sold its interest in UTOS in April 2001.
  - (2) Other contains Manta Ray Offshore Gathering Company, L.L.C. and Nautilus Pipeline Company L.L.C. In January 2001, we sold our 25.67% interest in Manta Ray Offshore and our 25.67% interest in Nautilus.
  - (3) The income (loss) from Deepwater Holdings is not allocated proportionately with our ownership percentage because the capital contributed by us was a larger amount of the total capital at the time of formation. Therefore, we were allocated a larger amount of the amortization of Deepwater Holdings'

excess purchase price of its investments. Also, we were allocated a larger portion of Deepwater Holdings' \$21 million loss incurred in 2001 due to the sale of Stingray, UTOS, and the West Cameron dehydration facility. Our total share of the losses relating to these sales was approximately \$14 million.

- (4) We recorded adjustments primarily for differences from estimated year end 2000 and 1999 earnings reported in our Annual Report on Form 10-K and actual earnings reported in the 2000 and 1999 audited annual reports of our unconsolidated affiliates, and for purchase price adjustments under Accounting Principles Board (APB) Opinion No. 16, "Business Combinations."



10. RELATED PARTY TRANSACTIONS

There have been no changes to our related party relationships, except as described below, from our 2000 Annual Report on Form 10-K.

In connection with the sale of Stingray, UTOS, and the West Cameron dehydration facility, we continued to operate these systems and facilities through September 2001. We received reimbursements to cover operating activities; however, these reimbursements were not considered transactions with related parties after the respective sale dates.

At September 30, 2001, and December 31, 2000, our accounts receivable balances due from related parties was approximately \$7.4 million and \$1.6 million, respectively. At September 30, 2001 and December 31, 2000, our accounts payable balances due to related parties was approximately \$7.7 million and \$2.4 million, respectively.

In connection with the sale of our Gulf of Mexico assets, El Paso Corporation agreed to make quarterly payments to us of \$2.25 million for the next three years and \$2 million in the first quarter of 2004. At September 30, 2001, the present value of the amounts due from El Paso Corporation were classified as follows:

(IN THOUSANDS) Other current
assets.....
\$ 7,587 Other noncurrent
assets.....
12,356 ----- \$ 19,943 =====

In connection with our acquisition of EPN Texas, we entered into a twenty-year transportation and fractionation agreement with El Paso NGL Marketing, L.P., an affiliate of our General Partner. In this agreement, El Paso NGL Marketing has agreed to deliver all of the NGLs derived from processing operations at seven natural gas processing plants in south Texas owned by affiliates of El Paso NGL Marketing to our south Texas NGL gathering and fractionation facilities. We have dedicated 100 percent of the capacity of these facilities to El Paso NGL Marketing.

We will receive a monthly fee of \$1.9 million from an affiliate of El Paso Corporation related to demand charges on our Prince TLP. In connection with placing our Prince TLP into service in September 2001, we recognized income of approximately \$1.9 million during the third quarter of 2001.

We conduct all of our hedging activities through El Paso Merchant Energy, an affiliate of our General Partner.

Our transactions with related parties and affiliates included in our statements of income are as follows:

	QUARTER ENDED NINE MONTHS ENDED SEPTEMBER 30, SEPTEMBER 30,		-----	
	2001	2000	2001	2000
	-----			
	(IN THOUSANDS) Revenues			
received from related parties Gathering and transportation services.....	\$ 2,511	\$ 5,776	\$ 9,909	\$ 5,776
Liquid transportation and handling services.....	8,493	--	17,544	--
	Platform			
services.....	1,858	50	1,893	100
Natural gas storage.....	1,836	513	2,466	513
Oil and natural gas sales.....	--	--	4,075	--
	15,722			
	\$14,698	\$10,414	\$31,812	\$22,111
	=====	=====	=====	=====
Expenses paid to related parties Purchased natural gas costs.....	\$ 5,215	\$27,691	\$ 7,406	Operating expenses.....
	10,837	6,129	27,138	15,751
			\$15,917	\$11,344
	\$23,157			\$54,829
			=====	=====
Reimbursements received from related parties Operating expenses.....	\$ 2,619	\$ 4,908	\$ 8,837	\$15,633
	=====	=====	=====	=====

11. COMPREHENSIVE INCOME

Comprehensive income includes the following:

	QUARTER ENDED NINE MONTHS ENDED SEPTEMBER 30, SEPTEMBER 30,		-----	
	2001	2000	2001	2000
	-----			
	(IN THOUSANDS) Net			
income.....	\$12,037	\$4,862	\$36,854	\$15,168
Change in value of cash flow hedges.....	(3,073)	--		
Total comprehensive income.....	(1,950)	--		
	\$ 8,964	\$4,862	\$34,904	\$15,168
	=====	=====	=====	=====

12. GUARANTOR FINANCIAL INFORMATION

In May 2001, we purchased our General Partner's 1.01% non-managing ownership interest in twelve of our subsidiaries for \$8 million. As a result of this acquisition, all of our subsidiaries, but not our joint ventures, are wholly owned by us. Our revolving credit facility is guaranteed by each of our subsidiaries (excluding our Argo, L.L.C. and Argo I, L.L.C. subsidiaries) and is collateralized by our management agreement, substantially all of our assets, and our General Partner's one percent general partner interest. In addition, all of our Senior Subordinated Notes are guaranteed by all of our subsidiaries except Argo and Argo I. We are providing the following condensed consolidating financial information of us (as the Issuer) and our subsidiaries as if our current organizational structure were in place for all periods presented. The consolidating eliminations column eliminates our investment in consolidated subsidiaries, intercompany payables and receivables and other transactions between subsidiaries.

CONDENSED CONSOLIDATING STATEMENT OF INCOME  
FOR THE QUARTER ENDED SEPTEMBER 30, 2001

NON-GUARANTOR GUARANTOR  
CONSOLIDATING CONSOLIDATED  
ISSUER SUBSIDIARIES (1)  
SUBSIDIARIES ELIMINATIONS TOTAL

-----  
-----  
(IN THOUSANDS) Operating  
revenues..... \$ --  
\$1,858 \$ 41,268 \$ -- \$ 43,126 --  
-----  
----- Operating expenses Cost of  
natural gas..... -- --  
9,822 -- 9,822 Operations and  
maintenance,  
net.....  
710 533 5,914 -- 7,157  
Depreciation, depletion and  
amortization.....  
22 581 7,437 -- 8,040 -----  
-----  
732 1,114 23,173 -- 25,019 -----  
-----  
-- Operating income  
(loss)..... (732) 744  
18,095 -- 18,107 -----  
----- Other  
income (loss) Earnings from  
unconsolidated  
affiliates..... -  
- -- 3,003 -- 3,003 Net gain on  
sales of assets..... -- -- 511  
-- 511 Other income  
(loss)..... 580 -- (15)  
-- 565 -----  
----- 580 -- 3,499 --  
4,079 -----  
----- Income (loss)  
before interest and other  
charges.....  
(152) 744 21,594 -- 22,186  
Interest and debt income  
(expense).....  
4,446 (266) (14,329) -- (10,149)  
-----  
----- Net  
income.....  
\$4,294 \$ 478 \$ 7,265 \$ -- \$  
12,037 =====  
=====

CONDENSED CONSOLIDATING STATEMENT OF INCOME  
FOR THE QUARTER ENDED SEPTEMBER 30, 2000

NON-GUARANTOR GUARANTOR  
CONSOLIDATING CONSOLIDATED  
ISSUER SUBSIDIARIES (1)  
SUBSIDIARIES ELIMINATIONS  
TOTAL -----

-----  
----- (IN THOUSANDS)  
Operating  
revenues..... \$ -- \$  
-- \$29,642 \$ -- \$ 29,642 -----  
-----  
----- Operating expenses Cost  
of natural gas..... -- --  
-- 8,760 -- 8,760 Operations  
and maintenance,  
net..... -  
- -- 3,896 -- 3,896  
Depreciation, depletion and  
amortization.....  
32 -- 6,922 -- 6,954 -----  
-----  
32 -- 19,578 -- 19,610 -----  
-----  
-- Operating income  
(loss)..... (32) --  
10,064 -- 10,032 -----

-----	
Other income Earnings from	
unconsolidated	
affiliates..... -	
- -- 6,215 -- 6,215 Net gain	
on sales of assets.... -- --	
150 -- 150 Other	
income..... 86 -	
- 57 -- 143 -----	
----- 86 --	
6,422 -- 6,508 -----	
-----	
Income before interest, income	
taxes and other	
charges..... 54 -- 16,486 -	
- 16,540 Interest and debt	
income	
(expense).....	
2 (74) (11,702) -- (11,774)	
Minority	
interest..... -- --	
14 -- 14 Income tax	
benefit..... -- --	
82 -- 82 -----	
- ----- Net income	
(loss)..... \$ 56 \$	
(74) \$ 4,880 \$ -- \$ 4,862	
=====	
=====	
=====	

- -----

(1) Non-guarantor subsidiaries consist of Argo and Argo I, which were formed in August 2000.

CONDENSED CONSOLIDATING STATEMENT OF INCOME  
FOR THE NINE MONTHS ENDED SEPTEMBER 30, 2001

NON-GUARANTOR	GUARANTOR		
CONSOLIDATING	CONSOLIDATED		
ISSUER SUBSIDIARIES(1)			
SUBSIDIARIES ELIMINATIONS			
TOTAL	-----	-----	-----
	-----	-----	-----
	(IN THOUSANDS)		
	Operating		
revenues.....	\$ --		
\$1,858	\$140,757	\$ --	\$142,615
	-----	-----	-----
-	Operating expenses		
	Cost of natural		
gas.....	-- -- 43,986	-	
	- 43,986 Operations and		
	maintenance,		
net.....	2,502 860 18,904	--	22,266
	Depreciation, depletion and		
	amortization.....		
300 581 23,533	--	24,414	Asset
impairment charge.....	-- -		
- 3,921	-- 3,921	-----	-----
	-----	-----	-----
2,802	1,441 90,344	--	94,587
	-----	-----	-----
	Operating income		
(loss).....	(2,802) 417		
50,413	-- 48,028	-----	-----
	-----	-----	-----
	Other income (loss) Earnings		
	from unconsolidated		
affiliates.....	-		
- -- 2,659	-- 2,659	Net gain	
	(loss) on sales of		
assets.....			
(10,941)	-- 201 --	(10,740)	
	Other		
income.....			
26,902	-- 20 --	26,922	-----
	-----	-----	-----
	--- 15,961	-- 2,880	-- 18,841
	-----	-----	-----
	Income before		
	interest and other		
charges.....			
13,159	417 53,293	--	66,869
	Interest and debt income		
(expense).....			
9,576	(409) (39,082)	--	
	(29,915) Minority		
interest.....	-- --		
(100)	-- (100)	-----	-----
	-----	-----	-----
	Net		
income.....			
22,735	\$ 8 \$ 14,111	\$ --	\$
36,854	=====	=====	=====
	=====	=====	=====

CONDENSED CONSOLIDATING STATEMENT OF INCOME  
FOR THE NINE MONTHS ENDED SEPTEMBER 30, 2000

NON-GUARANTOR	GUARANTOR		
CONSOLIDATING	CONSOLIDATED		
ISSUER SUBSIDIARIES(1)			
SUBSIDIARIES ELIMINATIONS	TOTAL		
	-----		
	-----		
	(IN THOUSANDS)		
	Operating		
revenues.....	\$ --		
- \$ --	\$ 75,404	\$ --	\$ 75,404
	-----	-----	-----
	Operating		
	expenses Cost of natural		
	gas.....	-- --	
14,344	-- 14,344	Operations and	
	maintenance, net....	-- --	
7,797	-- 7,797	Depreciation,	
	depletion and		

```

amortization.....
122 -- 20,296 -- 20,418 -----
-----
----- 122 -- 42,437 -- 42,559
-----
----- Operating income
(loss)..... (122) --
32,967 -- 32,845 -----
-----
Other income Earnings from
unconsolidated
affiliates.....
-- -- 16,287 -- 16,287 Net gain
on sales of assets..... -- -
- 150 -- 150 Other
income.....
243 -- 1,067 -- 1,310 -----
-----
----- 243 -- 17,504 -- 17,747 -
-----
----- Income before
interest, income taxes and
other charges.....
121 -- 50,471 -- 50,592
Interest and debt income
(expense)... 2 (74) (35,452) --
(35,524) Minority
interest..... --
-- (121) -- (121) Income tax
benefit..... -- -
- 221 -- 221 -----
----- Net
income (loss).....
$ 123 $ (74) $ 15,119 $ -- $
15,168 =====
=====
=====

```

- - - - -

(1) Non-guarantor subsidiaries consist of Argo and Argo I, which were formed in August 2000.

CONDENSED CONSOLIDATING BALANCE SHEET  
SEPTEMBER 30, 2001

NON-GUARANTOR GUARANTOR  
CONSOLIDATING CONSOLIDATED ISSUER  
SUBSIDIARIES (1) SUBSIDIARIES  
ELIMINATIONS TOTAL -----

----- (IN THOUSANDS)

Current assets	Cash and cash equivalents.....	\$ 34,592	\$ 1,301	\$ --	\$ --	\$ 35,893	Accounts receivable, net.....	--	--	29,820	--	29,820	Accounts receivable, affiliate.....	549,744	1,858	5,511	(549,758)	7,355	Other current assets.....	8,606	98	(122)	--	8,582	-----	-	
-----																											
- Total current assets.....																											
592,942																											
3,257																											
35,209																											
(549,758)																											
81,650																											
Property, plant and equipment, net... 1,685																											
149,065																											
653,765																											
--																											
804,515																											
Investments in unconsolidated affiliates.....																											
--																											
--																											
66,120																											
--																											
66,120																											
Investments in consolidated affiliates.....																											
75,742																											
--																											
44,550																											
(120,292)																											
--																											
Other noncurrent assets.....																											
199,203																											
1,223																											
262																											
(169,999)																											
30,689																											
-----																											
-----																											

Total

assets.....	\$869,572	\$153,545	\$799,906	\$ (840,049)	\$982,974	=====	=====	=====	=====	=====
===== Current liabilities										
Accounts payable.....										
\$ 312										
\$ 2,488										
--										
--										
\$ 2,800										
Accounts payable, affiliate.....										
--										
10,481										
546,976										
(549,758)										
7,699										
Accrued interest.....										
15,110										
1,026										
--										
--										
16,136										
Current maturities of project finance loan.....										
--										
--										
14,250										
Other current liabilities.....										
311										
--										
6,992										
--										
7,303										
-----										
-----										
Total current liabilities.....										
15,733										
28,245										
553,968										
(549,758)										
48,188										
Revolving credit facility.....										
80,000										
--										
--										
--										
80,000										
Long-term debt.....										
425,000										
--										
--										
--										
425,000										
Project finance loan, less current maturities.....										
--										
--										
80,750										
--										
--										
80,750										
Other noncurrent liabilities.....										
--										
--										
170,196										
(169,999)										
197										
Partners' capital.....										
348,839										
44,550										
75,742										
(120,292)										
348,839										
-----										
-----										
Total liabilities and partners' capital.....										
\$869,572										
\$153,545										
\$799,906										
\$ (840,049)										
\$982,974										
=====										
=====										
=====										

(1) Non-guarantor subsidiaries consist of Argo and Argo I, which were formed in August 2000.

CONDENSED CONSOLIDATING BALANCE SHEET  
DECEMBER 31, 2000

NON-GUARANTOR GUARANTOR  
CONSOLIDATING CONSOLIDATED ISSUER  
SUBSIDIARIES (1) SUBSIDIARIES  
ELIMINATIONS TOTAL -----

```

-- (IN THOUSANDS)
Current assets Cash and cash
equivalents..... $ 18,865 $
1,416 $ -- $ -- $ 20,281 Accounts
receivable, net..... -- --
36,601 (5,469) 31,132 Accounts
receivable, affiliate..... 620,780
(875) 1,602 (619,905) 1,602 Other
current assets..... 390
-- 243 -- 633 -----
----- Total
current assets..... 640,035
541 38,446 (625,374) 53,648
Property, plant and equipment,
net... 1,798 88,356 529,084 --
619,238 Investments in
unconsolidated
affiliates.....
-- -- 182,734 -- 182,734
Investments in consolidated
affiliates.....
156,175 -- 44,542 (200,717) --
Other noncurrent
assets..... 9,498 1,445
239 -- 11,182 -----
----- Total
assets.....
$807,506 $90,342 $795,045
$(826,091) $866,802 =====
=====
===== Current liabilities
Accounts
payable..... $ 1,585
$ 508 $ 15,433 $ (5,469) $ 12,057
Accounts payable,
affiliate..... -- -- 622,273
(619,905) 2,368 Accrued
interest..... 2,815
292 -- -- 3,107 Other current
liabilities..... (965) --
3,136 -- 2,171 -----
----- Total
current liabilities..... 3,435
800 640,842 (625,374) 19,703
Revolving credit
facility..... 318,000 -- --
-- 318,000 Long-term
debt.....
175,000 -- -- -- 175,000 Project
finance loan..... --
45,000 -- -- 45,000 Other
noncurrent liabilities..... --
-- 394 -- 394 Minority
interest..... -- --
(2,366) -- (2,366) Partners'
capital.....
311,071 44,542 156,175 (200,717)
311,071 -----
----- Total
liabilities and partners'
capital.....
$807,506 $90,342 $795,045
$(826,091) $866,802 =====
=====
=====

```

(1) Non-guarantor subsidiaries consist of Argo and Argo I, which were formed in August 2000.



CONDENSED CONSOLIDATING STATEMENT OF CASH FLOW  
FOR THE NINE MONTHS ENDED SEPTEMBER 30, 2001

NON-GUARANTOR GUARANTOR CONSOLIDATING  
CONSOLIDATED ISSUER SUBSIDIARIES (1)  
SUBSIDIARIES ELIMINATIONS TOTAL -----

	(IN	
	THOUSANDS)	Cash flows from operating
		activities Net
		income..... \$
		22,735 \$ 8 \$ 14,111 \$ -- \$ 36,854
		Adjustments to reconcile net income
		to net cash from operating activities
		Depreciation, depletion and
		amortization..... 300
		581 23,533 -- 24,414 Asset impairment
		charge..... -- -- 3,921 --
		3,921 Net (gain) loss on sales of
		assets.....
		10,941 -- (201) -- 10,740 Distributed
		earnings of unconsolidated affiliates
		Earnings from unconsolidated
		affiliates..... -- --
		(2,659) -- (2,659) Distributions from
		unconsolidated
		affiliates..... -- --
		27,862 -- 27,862 Working capital
		changes, net of non-cash
		transactions..... (8,148)
		758 (7,144) -- (14,534) Non-working
		capital changes and
		other.....
		2,480 262 -- -- 2,742 -----
		----- Net
		cash provided by operating
		activities..... 28,308
		1,609 59,423 -- 89,340 -----
		----- Cash
		flows from investing activities
		Additions to property, plant and
		equipment.....
		(187) (61,291) (165,712) -- (227,190)
		Proceeds from sale of
		assets..... 89,162 -- 19,964 --
		109,126 Additions to investments in
		unconsolidated affiliates.....
		-- -- (1,487) -- (1,487) Cash paid
		for acquisitions, net of cash
		acquired..... -- --
		(8,000) -- (8,000) -----
		----- Net cash
		provided by (used in) investing
		activities..... 88,975 (61,291)
		(155,235) -- (127,551) -----
		----- Cash
		flows from financing activities Net
		proceeds from revolving credit
		facility.....
		224,994 -- -- -- 224,994 Revolving
		credit facility
		repayments.....
		(466,000) -- -- -- (466,000) Net
		proceeds from issuance of long-term
		debt..... 243,185 --
		-- -- 243,185 Net proceeds from
		project financing... -- 49,961 -- --
		49,961 Net proceeds from issuance of
		common
		units.....
		74,653 -- -- -- 74,653 Advances with
		affiliates..... (105,904)
		9,606 96,298 -- -- Distributions to
		partners..... (73,189) --
		(486) -- (73,675) Contribution from
		General Partner..... 705 -- -- -- 705
		-----
		Net cash provided by (used
		in) financing activities.....
		(101,556) 59,567 95,812 -- 53,823 ---
		-----
		Increase (decrease) in cash
		and cash

equivalents.....				
	\$ 15,727	\$ (115)	\$ --	\$ -- 15,612
	=====	=====	=====	=====
Cash and cash equivalents Beginning				
of period.....	20,281	-		
		-----	End of	
period.....				\$
	35,893	=====		

- -----

(1) Non-guarantor subsidiaries consist of Argo and Argo I, which were formed in August 2000.

CONDENSED CONSOLIDATING STATEMENT OF CASH FLOW  
FOR THE NINE MONTHS ENDED SEPTEMBER 30, 2000

NON-GUARANTOR GUARANTOR CONSOLIDATING  
CONSOLIDATED ISSUER SUBSIDIARIES(1)  
SUBSIDIARIES ELIMINATIONS TOTAL -----  
-----

(IN THOUSANDS)

Cash flows from operating activities  
Net income  
(loss)..... \$ 123 \$  
(74) \$ 15,119 \$ -- \$ 15,168

Adjustments to reconcile net income to  
net cash from operating activities  
Depreciation, depletion and  
amortization..... 122  
-- 20,296 -- 20,418 Net gain on sales  
of assets..... -- -- (150) --  
(150) Distributed earnings from  
unconsolidated affiliates Earnings  
from unconsolidated  
affiliates..... -- --  
(16,287) -- (16,287) Distributions  
from unconsolidated  
affiliates..... -- --  
23,216 -- 23,216 Working capital  
changes, net of non-cash  
transactions..... 755 4,455  
(276) -- 4,934 Non-working capital  
changes and  
other.....  
2,199 -- (235) -- 1,964 -----  
----- Net  
cash provided by operating  
activities..... 3,199  
4,381 41,683 -- 49,263 -----  
----- Cash  
flows from investing activities  
Additions to property, plant and  
equipment.....  
(811) (64,643) 1,045 -- (64,409)  
Additions to investments in  
unconsolidated affiliates.....  
-- (13,166) (13,166) Cash paid for  
acquisitions, net of cash  
acquired.....  
-- -- (26,476) -- (26,476)  
Other.....  
(193) -- 7 -- (186) -----  
----- Net cash  
used in investing  
activities..... (1,004)  
(64,643) (38,590) -- (104,237) -----  
-----  
Cash flows from financing activities  
Net proceeds from revolving credit  
facility.....  
115,048 -- -- -- 115,048 Revolving  
credit facility repayments...  
(118,000) -- -- -- (118,000) Net  
proceeds from project financing... --  
19,705 -- -- 19,705 Net proceeds from  
issuance of common  
units.....  
100,784 -- -- -- 100,784 Advances with  
affiliates..... (42,248)  
45,246 (2,998) -- -- Distributions to  
partners..... (56,445) --  
(576) -- (57,021) Contribution from  
General Partner..... 2,786 -- -- --  
2,786 -----  
----- Net cash provided by  
(used in) financing  
activities..... 1,925 64,951  
(3,574) -- 63,302 -----  
----- Increase  
(decrease) in cash and cash  
equivalents.....  
\$ 4,120 \$ 4,689 \$ (481) \$ -- 8,328  
=====

Cash and cash equivalents Beginning of  
period..... 4,202 -----  
----- End of

period..... \$  
12,530 =====

- -----

(1) Non-guarantor subsidiaries consist of Argo and Argo I which were formed in August 2000.

### 13. NEW ACCOUNTING PRONOUNCEMENTS NOT YET ADOPTED

#### Goodwill and Other Intangible Assets

In July 2001, the Financial Accounting Standards Board (FASB) issued SFAS No. 142, Goodwill and Other Intangible Assets. This statement requires that goodwill no longer be amortized but intermittently tested for impairment at least on an annual basis. Other intangible assets are to be amortized over their useful life and reviewed for impairment in accordance with the provisions of SFAS No. 121, Accounting for the Impairment of Long-Lived Assets and Long-Lived Assets to be Disposed of. An intangible asset with an indefinite useful life can no longer be amortized until its useful life becomes determinable. This statement has various effective dates, the most significant of which is January 1, 2002. We are currently evaluating the effects of this pronouncement.

#### Accounting for Asset Retirement Obligations

In July 2001, the FASB issued SFAS No. 143, Accounting for Asset Retirement Obligations. This statement requires companies to record a liability relating to the retirement and removal of assets used in their business. The liability is discounted to its present value, and the related asset value is increased by the amount of the resulting liability. Over the life of the asset, the liability will be accreted to its future value and eventually extinguished when the asset is taken out of service. The provisions of this statement are effective for fiscal years beginning after June 15, 2002. We are currently evaluating the effects of this pronouncement.

#### Accounting for the Impairment or Disposal of Long-Lived Assets

In October 2001, the FASB issued SFAS No. 144, Accounting for the Impairment or Disposal of Long-Lived Assets. This statement requires that long-lived assets that are to be disposed of by sale be measured at the lower of book value or fair value less cost to sell. The standard also expanded the scope of discontinued operations to include all components of an entity with operations that can be distinguished from the rest of the entity and that will be eliminated from the ongoing operations of the entity in a disposal transaction. The provisions of this statement are effective for fiscal years beginning after December 15, 2001. We are currently evaluating the effects of this pronouncement.

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The information contained in Item 2 updates, and you should read it in conjunction with, information disclosed in Part II, Items 7, 7A and 8, in our Annual Report on Form 10-K for the year ended December 31, 2000, in addition to the interim financial statements and notes presented in Item 1 of this Quarterly Report on Form 10-Q.

RECENT DEVELOPMENTS

CHACO PLANT

In October 2001, we acquired title to and other interests in the Chaco cryogenic natural gas processing plant, the third largest natural gas processing plant in the United States measured by liquids produced, for approximately \$198.5 million. The total purchase price was composed of:

- A payment of \$77 million to acquire the Chaco plant from the bank group that provided the financing for the construction of the facility; and
- A payment of \$121.5 million to El Paso Field Services in connection with the execution of a 20-year agreement relating to the processing capacity of the Chaco plant and dedication of natural gas gathered by El Paso Field Services. We will receive a fixed fee from El Paso Field Services for each dekatherm, or Dth, of natural gas that we process, and will bear all costs associated with the plant's ownership and operations. El Paso Field Services personnel will continue to operate the plant.

The Chaco plant will be reflected in our Liquid Transportation and Handling segment.

DEEPWATER HOLDINGS

In October 2001, we acquired the remaining 50 percent equity interest that we did not already own in Deepwater Holdings, L.L.C., from a subsidiary of El Paso Corporation, for \$85 million, including \$55 million of acquired indebtedness. We contemporaneously repaid the outstanding revolving credit facility balance and terminated the facility. HIOS and the East Breaks natural gas gathering systems became indirectly wholly-owned assets through this transaction.

PRINCE TLP

In July 2001, we installed the Prince TLP facility in Ewing Bank Block 1003. The platform was installed in 1,450 feet of water approximately 120 miles south of New Orleans, Louisiana. We managed the construction of the Prince TLP and also own the related pipelines to gather and process oil and natural gas production from the Prince Field. The platform will serve as a landing spot for future oil and natural gas developments in the Ewing Bank and Green Canyon areas of the Deepwater Trend of the Gulf of Mexico.

The Prince TLP platform has a capacity of 50 MBbls/d of oil and 80 MMcf/d of natural gas, as well as the capacity to accommodate a 1,200-horsepower completion rig. The deck is equipped for the future addition of numerous sub-sea well tie-backs. The first production flowed through the facility in September 2001.

EPN TEXAS

In February 2001, we purchased EPN Texas from a subsidiary of El Paso Corporation for approximately \$133 million. We funded the acquisition of these assets by borrowing from our revolving credit facility. These assets include more than 600 miles of NGL gathering and transportation pipelines. The NGL pipeline system gathers and transports unfractionated and fractionated products. We also acquired three fractionation plants with a capacity of approximately 96 MBbls/d. These plants fractionate NGLs into ethane, propane, and butane products which are used by refineries and petrochemical plants along the Texas Gulf Coast.

## GULF OF MEXICO ASSETS

In accordance with an FTC order related to El Paso Corporation's merger with The Coastal Corporation, we, along with Deepwater Holdings, agreed to sell several of our offshore Gulf of Mexico assets to third parties in January 2001. Total consideration received for these assets was approximately \$162 million consisting of approximately \$108 million for the assets we sold and approximately \$54 million for the assets Deepwater Holdings sold. The offshore assets sold include interests in Stingray, UTOS, Nautilus, Manta Ray Offshore, Nemo, Tarpon and the Green Canyon pipeline assets, as well as interests in two offshore platforms and one dehydration facility. We recognized net losses from the asset sales of approximately \$11 million, and Deepwater Holdings recognized losses of approximately \$21 million. Our share of Deepwater Holdings' losses was approximately \$14 million, which has been reflected in earnings from unconsolidated affiliates in the accompanying statements of income.

As additional consideration for the above transactions, El Paso Corporation agreed to make payments to us totaling \$29 million. These payments, which began in the first quarter of 2001, will be made in quarterly installments of \$2.25 million for the next three years and \$2 million in the first quarter of 2004. From this additional consideration, we recognized income of approximately \$25 million in the first quarter of 2001, which has been reflected in other income in the accompanying statements of income.

SEGMENT RESULTS

As a result of our acquisition of EPN Texas in February 2001, we began providing NGL transportation and fractionation services and have shown these activities in our segment called Liquid Transportation and Handling. This segment also includes the liquid transportation services of the Allegheny and Poseidon oil pipelines which were previously reflected in the Natural Gas Gathering and Transportation segment. In addition, with the July 2001 installation of the Prince TLP, we began managing our platform operations separately from our gathering and transportation operations. Accordingly, we have shown these activities as a separate segment called Platforms. We have restated the prior periods, to the extent practicable, in order to conform to the current business segment presentation. The results of operations for the restated periods are not necessarily indicative of the results which would have been achieved had the revised business structure been in effect during the period.

Each of our segments are business units that offer different services and products. They are managed separately, as each requires different technology and marketing strategies. The following table presents EBIT by segment and in total for each of the quarter and nine months ended September 30:

QUARTER ENDED	NINE MONTHS ENDED		SEPTEMBER 30,	
SEPTEMBER 30,	2001	2000	2001	2000
-----	-----	-----	-----	-----
(IN THOUSANDS)	EARNINGS			
BEFORE INTEREST EXPENSE AND INCOME TAXES				
Natural gas gathering and				
transportation.....	\$ 6,132	\$ 8,673	\$19,109	
\$28,102 Liquid transportation and				
handling.....	10,619	5,935	28,340	
	15,221			
Platforms.....				
6,223 5,441 16,682 18,106 Natural gas				
storage.....	2,127	387		
8,011 387 Oil and natural gas				
production.....	(1,111)	(1,285)		
3,457 (3,967)				
Segment EBIT.....				
23,990 19,151 75,599 57,849 Non-segment				
activity, net.....	(1,804)			
(2,611) (8,730) (7,257)				
-----	-----	-----	-----	-----
Consolidated				
EBIT.....	\$22,186			
\$16,540 \$66,869 \$50,592	=====	=====		
	=====	=====		

EBIT variances are discussed in the segment results below.

NATURAL GAS GATHERING AND TRANSPORTATION

The Natural Gas Gathering and Transportation segment primarily includes the El Paso Intrastate - Alabama (EPIA) system, the Viosca Knoll Pipeline, the Indian Basin Pipeline, and our interests in Deepwater Holdings. The Indian Basin Pipeline, which we placed into service in June 2001, is a ten mile pipeline that connects the Indian Basin Plant to El Paso Field Services' Carlsbad Pipeline System. The pipeline systems serve the coal bed methane producing regions of Alabama as well as production activities in the Gulf of Mexico, including offshore regions of Texas, Louisiana, and Mississippi. We have entered into fixed for floating commodity price swaps to hedge our commodity price exposure to EPIA's fixed price sales of natural gas, resulting in a fixed margin on the sales. There was no significant impact on our realized cost of natural gas from these swaps for the quarter or nine months ended September 30, 2001. However, as a result of these swaps, our realized cost of natural gas may differ from the actual market prices of natural gas in future periods.



QUARTER ENDED NINE MONTHS ENDED SEPTEMBER		30, SEPTEMBER 30, -----	
		2001	2000
		2001	2000
		-----	
		(IN THOUSANDS,	
		EXCEPT VOLUMES) Natural gas gathering and	
		transportation	
revenues.....			
\$ 6,731	\$ 6,901	\$ 19,476	\$ 22,533
Natural gas sales.....			
11,511	10,750	49,875	18,662
----- Total operating			
revenues.....		18,242	17,651
69,351	41,195	Cost of natural	
gas..... (9,822)			
(8,760)	(43,986)	(14,344)	Operating
expenses.....			
(2,288)	(2,638)	(10,635)	(5,867)
Other income..... --			
2,420	4,379	7,118	-----
-----			
EBIT.....			
\$ 6,132	\$ 8,673	\$ 19,109	\$ 28,102
===== Volumes (Mdth/d)			
El Paso Intrastate			
Alabama.....		172	173
East			
Breaks.....		217	
184 255 74			
HIOS.....			
975	916	1,028	842
Viosca Knoll			
Gathering.....		492	544
624 Indian Basin			
Pipeline.....		40	--
16 --			
Gulf of Mexico assets			
sold.....		--	1,104
282 1,142 -			
----- Total			
volumes.....		1,896	
2,921	2,309	2,787	=====
=====			

Third Quarter Ended September 30, 2001 Compared With Third Quarter Ended September 30, 2000

Natural gas gathering and transportation revenues for the quarter ended September 30, 2001, were \$0.2 million lower than the same period in 2000 primarily due to lower volumes on our Viosca Knoll pipeline due to Tropical Storm Barry in August 2001 and the sale of Tarpon and the Green Canyon pipeline assets in January 2001. These decreases were partially offset by revenues received from our Indian Basin pipeline which went into service in June 2001. Natural gas sales gross margin, or natural gas sales less cost of natural gas, for the quarter ended September 30, 2001, was \$0.3 million lower than the same period in 2000 primarily due to lower margins on the EPIA system.

Operating expenses for the quarter ended September 30, 2001, were \$0.4 million lower than the same period in 2000, primarily due to the sale of some of our pipelines in January 2001.

Other income for the quarter ended September 30, 2001, was \$2.4 million lower than the same period in 2000, primarily due to lower earnings from Deepwater Holdings as a result of the sale of Stingray, UTOS, and the West Cameron dehydration facility and a charge for historical receivables on Deepwater Holdings' HIOS system in August 2001. These decreases were partially offset by a gain on the sale of laterals in August 2001.

Nine Months Ended September 30, 2001 Compared With Nine Months Ended September 30, 2000

Natural gas gathering and transportation revenues for the nine months ended September 30, 2001, were \$3.1 million lower than the same period in 2000, primarily due to the sale of Tarpon and the Green Canyon pipeline assets in January 2001 and lower volumes on our Viosca Knoll pipeline due to Tropical Storm Barry in August 2001. These decreases were partially offset by revenues received from our Indian Basin pipeline. Natural gas sales gross margin for the nine months ended September 30, 2001, was \$1.6 million higher than the same period in 2000 due to the purchase of EPIA in March 2000 as well as increased average daily volumes in 2001, partially offset by lower margins.

Operating expenses for the nine months ended September 30, 2001, were \$4.8 million higher than the same period in 2000, primarily due to the impairment of the Manta Ray pipeline in January 2001, partially offset by lower operating expenses resulting from the sales of assets in January 2001.

Other income for the nine months ended September 30, 2001, was \$2.7 million lower than the same period in 2000, primarily due to lower earnings from unconsolidated affiliates of \$17.3 million, which relates to our share of the losses recognized by Deepwater Holdings' sale of Stingray, UTOS, and the West Cameron dehydration facility during the first six months of 2001. In addition, we incurred net losses on sales of assets of

\$7.8 million due to the sales of our interest in Nautilus, Manta Ray Offshore, Nemo, Tarpon, and the Green Canyon pipeline assets in January 2001. These decreases were primarily offset by \$22 million of additional consideration from El Paso Corporation related to the sales of our Gulf of Mexico pipeline assets.

LIQUID TRANSPORTATION AND HANDLING

The Liquid Transportation and Handling segment includes the NGL gathering and transportation pipelines and fractionation plants of EPN Texas, as well as the Poseidon and Allegheny oil pipelines. The crude oil pipeline systems serve production activities in the Gulf of Mexico.

QUARTER ENDED NINE MONTHS ENDED SEPTEMBER 30, SEPTEMBER 30, -----	2001	2000	2001	2000	-----	-----
-----	2001	2000	2001	2000	-----	-----
---	----- (IN THOUSANDS, EXCEPT					
VOLUMES) Liquid transportation and handling						
revenues.....	\$ 10,130	\$ 2,364	\$ 22,866	\$		
	5,989	Operating				
expenses.....						
	(3,024)	(374)	(7,489)	(1,086)	Other	
income.....						
3,513	3,945	12,963	10,318	-----	-----	-
-----	-----					
EBIT.....						
\$ 10,619	\$ 5,935	\$ 28,340	\$ 15,221	=====		
=====	===== Volumes (Bbl/d)					
	EPN					
Texas.....						
	78,970	--	59,502	--	Allegheny Oil	
Pipeline.....			13,042			
	22,024	13,464	16,048	Poseidon Oil		
Pipeline.....			142,594			
166,565	155,396	156,905	-----	-----	---	
	----- Total					
volumes.....			234,606			
188,589	228,362	172,953	=====	=====		
=====	=====					

Third Quarter Ended September 30, 2001 Compared With Third Quarter Ended September 30, 2000

Liquid transportation and handling revenues for the quarter ended September 30, 2001, were \$7.8 million higher and operating expenses were \$2.7 million higher than the same period in 2000, primarily due to the purchase of EPN Texas in February 2001 and to a lesser extent, decreased volumes on the Allegheny pipeline as a result of Hurricane Chantell.

Other income for the quarter ended September 30, 2001, was \$0.4 million lower than the same period in 2000, primarily due to a decrease in earnings from unconsolidated affiliates related to lower volumes on Poseidon as a result of Hurricane Chantell in August 2001.

Nine Months Ended September 30, 2001 Compared With Nine Months Ended September 30, 2000

Liquid transportation and handling revenues for the nine months ended September 30, 2001, were \$16.9 million higher and operating expenses were \$6.4 million higher than the same period in 2000, primarily due to the purchase of EPN Texas in February 2001.

Other income for the nine months ended September 30, 2001, was \$2.6 million higher than the same period in 2000, primarily due to an increase in earnings from unconsolidated affiliates related to lower average interest rates on Poseidon's revolving credit facility in 2001 and lower earnings in 2000 resulting from Poseidon's pipeline rupture in January 2000. Partially offsetting this increase was the receipt of business interruption insurance proceeds in June 2000 related to the Poseidon pipeline rupture in January 2000.

PLATFORMS

The Platform segment consists of the East Cameron 373, Viosca Knoll 817, Prince TLP, Garden Banks 72, and Ship Shoal 331 and 332 platforms. These offshore platforms are used to interconnect our offshore pipeline grid, assist in performing pipeline maintenance, and conduct drilling operations during the initial development phase of a natural gas and oil property.

QUARTER ENDED NINE MONTHS ENDED SEPTEMBER 30,		SEPTEMBER 30, -----	
2001	2000	2001	2000
		-----	-----
(IN THOUSANDS, EXCEPT VOLUMES) Platform services			
revenue.....		\$ 8,797	\$ 7,070
		\$23,028	\$20,478
expenses.....		(2,574)	
		(1,629)	(6,314)
		(2,372)	
loss.....		--	--
		(32)	
EBIT.....		\$ 6,223	\$ 5,441
		\$16,682	\$18,106
		=====	=====
		Natural gas platform volumes	
		(Mdth/d) East Cameron 373	
platform.....		166	106
Garden Banks 72 platform.....		173	119
		3	22
		8	15
		Viosca Knoll 817	
platform.....		12	3
		12	3
		-----	
		Total natural gas platform	
volumes.....		181	131
		193	137
		=====	=====
		Oil platform volumes	
		(Bbl/d) East Cameron 373	
platform.....		1,766	136
		2,001	
		109	
platform.....		1,364	2,521
		1,547	3,807
		Viosca Knoll 817	
platform.....		1,925	1,989
		2,036	2,038
		-----	
		Total oil	
platform volumes.....		5,055	4,646
		5,584	5,954
		=====	=====
		=====	=====

Third Quarter Ended September 30, 2001 Compared With Third Quarter Ended September 30, 2000

Platform services revenue for the quarter ended September 30, 2001, was \$1.7 million higher than the same period in 2000, primarily due to demand charges received from our Prince TLP facility, which began in September 2001, partially offset by lower oil and natural gas volumes on Garden Banks 72 due to a temporary shut-in of wells.

Operating expenses for the quarter ended September 30, 2001, were \$0.9 million higher than the same period in 2000, primarily due to higher expenses related to the Prince TLP facility in 2001.

Nine Months Ended September 30, 2001 Compared With Nine Months Ended September 30, 2000

Platform services revenue for the nine months ended September 30, 2001, was \$2.6 million higher than the same period in 2000, primarily due to increased oil and natural gas volumes on East Cameron 373 and demand charges received from our Prince TLP facility in September 2001, partially offset by lower oil and natural gas volumes on Garden Banks 72 due to the temporary shut-in of wells.

Operating expenses for the nine months ended September 30, 2001, were \$3.9 million higher than the same period in 2000, primarily due to higher expenses related to the Prince TLP facility in 2001 and the favorable resolution of litigation in June 2000.

Other loss for the nine months ended September 30, 2001, included approximately \$3.4 million associated with additional consideration from El Paso Corporation related to the sales of our Gulf of Mexico platform assets, partially offset by losses recognized on the sale of these assets of approximately \$3.5 million.

NATURAL GAS STORAGE

The Natural Gas Storage segment includes the Petal and Hattiesburg storage facilities. These facilities serve the Northeastern and Southeastern natural gas markets.

QUARTER ENDED NINE MONTHS ENDED SEPTEMBER 30, SEPTEMBER 30, -----	2001	2000	2001	2000	-----
-----	2001	2000	2001	2000	-----
---	(IN THOUSANDS) Natural gas storage				
revenue.....	\$ 4,641	\$ 1,544			
	\$15,089	\$ 1,544	Operating		
expenses.....	(2,514)	(1,157)	(7,098)	(1,157)	Other
income.....	--				
--	20	--	-----	-----	-----
EBIT.....	\$ 2,127	\$ 387	\$ 8,011	\$ 387	=====
					=====

In August 2000, we acquired the Crystal natural gas storage businesses. For the quarter and nine months ended September 30, 2001 and 2000, the revenues from these businesses consisted primarily of fixed reservation fees for natural gas storage capacity. Natural gas storage capacity revenues are recognized and due during the month in which capacity is reserved by the customer, regardless of the capacity actually used. Operating expenses consist of management and operating fees and depreciation on the storage facilities.

OIL AND NATURAL GAS PRODUCTION

The Oil and Natural Gas Production segment primarily includes the Garden Banks 72, Garden Banks 117 and Viosca Knoll 817 Blocks. Production from these properties is gathered, transported, and processed through our pipeline systems and platform facilities.

QUARTER ENDED NINE MONTHS ENDED SEPTEMBER 30, SEPTEMBER 30, -----	2001	2000	2001	2000	-----
-----	2001	2000	2001	2000	-----
---	(IN THOUSANDS, EXCEPT VOLUMES)				
	Natural				
gas.....	\$		\$		
	2,633	\$ 2,376	\$ 15,967	\$ 11,122	Oil,
condensate, and liquids.....					
1,914	2,263	6,094	5,321	-----	-----
-	----- Total operating				
revenues.....	4,547	4,639			
	22,061	16,443	Operating		
expenses.....					
(5,658)	(5,924)	(18,604)	(20,410)	-----	-----
--	-----				
EBIT.....	\$ (1,111)	\$ (1,285)	\$ 3,457	\$ (3,967)	=====
=====	===== Volumes Natural gas				
sales (MMcf).....	913	1,546			
3,102	5,438	=====	=====	=====	=====
	Oil, condensate, and liquid sales				
(MBbls).....	74	86	235	223	=====
=====	===== Weighted average realized				
	prices Natural gas				
(\$/Mcf).....	\$ 2.86	\$			
1.54	\$ 5.14	\$ 2.05	=====	=====	=====
=====	===== Oil, condensate, and liquids				
(\$/Bbl).....	\$ 26.03	\$ 26.31	\$ 25.98	\$	
23.89	=====	=====	=====	=====	=====

Third Quarter Ended September 30, 2001 Compared With Third Quarter Ended September 30, 2000

Oil and natural gas operating revenues for the quarter ended September 30, 2001, were \$0.1 million lower compared to the same period in 2000 due to lower oil and natural gas volumes produced due to normal declines of existing reserves, partially offset by higher realized natural gas prices.

Operating expenses for the quarter ended September 30, 2001, were approximately \$0.3 million lower than in the same period in 2000, resulting from lower depletion from oil and natural gas production.

Nine Months Ended September 30, 2001 Compared With Nine Months Ended September 30, 2000

Oil and natural gas operating revenues for the nine months ended September

30, 2001, were \$5.6 million higher than the same period in 2000. The increase was a result of higher realized oil and natural gas prices and

higher oil production volumes. Partially offsetting the increase in revenues was a decrease in natural gas volumes produced.

Operating expenses for the nine months ended September 30, 2001, were \$1.8 million lower than in the same period in 2000, primarily due to lower depletion from oil and natural gas production.

#### NON-SEGMENT ACTIVITY

Third Quarter Ended September 30, 2001 Compared With Third Quarter Ended September 30, 2000

Earnings before interest expense and income taxes related to non-segment activity for the quarter ended September 30, 2001, was \$0.8 million higher than in the same period in 2000 primarily due to interest income received on the payment from El Paso Corporation.

Nine Months Ended September 30, 2001 Compared With Nine Months Ended September 30, 2000

Earnings before interest expense and income taxes related to non-segment activity for the nine months ended September 30, 2001, was \$1.5 million lower than in the same period in 2000 primarily due to higher general and administrative expenses due to transactional fees related to our debt and equity issuances, as well as the acquisitions and dispositions of several assets in 2001, partially offset by interest income received on the payment from El Paso Corporation.

#### INTEREST AND DEBT EXPENSE

Interest and debt expense, net of capitalized interest for the quarter and nine months ended September 30, 2001, was approximately \$1.6 million and \$5.6 million lower than the same periods in 2000, due to a decrease in the average revolving credit facility balance and lower average interest rates on our revolving credit facility, partially offset by the issuance of 8.5% Senior Subordinated Notes in May 2001 and an increase in our project finance loan.

#### LIQUIDITY AND CAPITAL RESOURCES

##### CASH FROM OPERATING ACTIVITIES

Net cash provided by operating activities was \$89.3 million for the nine months ended September 30, 2001, compared to \$49.3 million for the same period in 2000. The increase was primarily due to operating cash flows from our acquisitions of Crystal in August 2000 and EPN Texas in February 2001 and higher cash distributions in excess of earnings from unconsolidated affiliates, partially offset by the sale of several of our Gulf of Mexico assets in 2001.

##### CASH FROM INVESTING ACTIVITIES

Net cash used in investing activities was \$127.6 million for the nine months ended September 30, 2001. Our investing activities were primarily related to the purchase of EPN Texas, expenditures related to our expansion of the Petal natural gas storage facility, the Prince TLP and the acquisition of our General Partner's 1% non-managing ownership interest in us, partially offset by proceeds from the sale of several of our Gulf of Mexico assets in 2001.

In October 2001, we acquired the remaining 50 percent equity interest in Deepwater Holdings for approximately \$85 million and in a separate transaction we acquired the Chaco plant for \$198.5 million.

##### CASH FROM FINANCING ACTIVITIES

Net cash provided by financing activities was \$53.8 million for the nine months ended September 30, 2001. During 2001, we received net proceeds of approximately \$225 million from borrowings under our revolving credit facility and approximately \$50 million from our project finance loan. We also issued 2,250,000 common units in a public offering and 296,000 common units related to options exercised for net

proceeds of approximately \$75 million. In May 2001, we issued \$250 million of 8.5% Senior Subordinated Notes for net proceeds of \$243 million. These increases were partially offset by distributions to our partners of approximately \$74 million and payments on our revolving credit facility of \$466 million.

In October 2001, we borrowed approximately \$284 million under our revolving credit facility to fund our acquisitions of the Chaco plant and the remaining 50 percent interest in Deepwater Holdings. Also in October 2001, we issued 5,627,070 common units. We used the net cash proceeds of approximately \$212 million to redeem \$50 million of our Series B preference units and will use the remaining proceeds to reduce indebtedness under our revolving credit facility.

We expect that future funding for capital expenditures, acquisitions, and other investing activities and for long-term debt retirements, distributions, and other financing activities will be provided by internally generated funds, available capacity under existing credit facilities, and the issuance of long-term debt or equity.

#### LIQUIDITY

For a discussion of our financing arrangements and transactions, see Part I, Financial Information, Note 5, which is incorporated herein by reference.

#### COMMITMENTS AND CONTINGENCIES

See Part I, Financial Information, Note 7, which is incorporated herein by reference.

#### OTHER

#### MATTERHORN PROJECT

In October 2001, we entered into an agreement to provide natural gas gathering services for TotalFinaElf's Matterhorn discovery, as well as its Camden Hills and Aconcagua discoveries located in the Gulf of Mexico Deepwater Trend. Natural gas production from Matterhorn will be delivered to our Viosca Knoll Gathering System. First production from Camden Hills and Aconcagua is anticipated for the summer of 2002. First production from Matterhorn is anticipated in the third quarter of 2003.

#### MEDUSA PROJECT

In October 2001, we entered into a letter of intent with subsidiaries of Murphy Oil Corporation, Callon Petroleum Company and Agip Petroleum Co. Inc. to install a new natural gas pipeline from our Viosca Knoll Gathering System to their deepwater Medusa development in the Gulf of Mexico. Subject to the negotiation and execution of definitive agreements, construction of this pipeline is scheduled to begin in the spring of 2002, and first production from the Medusa development is anticipated by the fourth quarter 2002.



CAUTIONARY STATEMENT REGARDING  
FORWARD-LOOKING STATEMENTS

We have made statements in this document that constitute forward-looking statements, as that term is defined in the Private Securities Litigation Reform Act of 1995. These statements are subject to risks and uncertainties. Forward-looking statements include information concerning possible or assumed future results of operations. These statements may relate to information or assumptions about:

- earnings per unit;
- capital and other expenditures;
- cash distributions;
- financing plans;
- capital structure;
- cash flow;
- pending legal proceedings and claims, including environmental matters;
- future economic performance;
- operating income;
- cost savings;
- management's plans; and
- goals and objectives for future operations.

Important factors that could cause actual results to differ materially from estimates or projections contained in forward-looking statements include, among others, the following:

- the increasing competition within our industry;
- the timing and extent of changes in commodity prices for natural gas and oil;
- the uncertainties associated with customer contract expirations on our pipeline systems; and
- the conditions of equity and other capital markets.

These risk factors are more fully described in our other filings with the Securities and Exchange Commission, including our Annual Report on Form 10-K for the year ended December 31, 2000.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

This information updates, and you should read it in conjunction with, our quantitative and qualitative disclosures about market risks reported in our Annual Report on Form 10-K for the year ended December 31, 2000, in addition to the information presented in items 1 and 2 of this Quarterly Report on Form 10-Q.

In 2001, we entered into cash flow hedges. As of September 30, 2001, the fair value of cash flow hedges included in accumulated other comprehensive income was an unrealized loss of approximately \$2.0 million. We estimate the entire amount will be reclassified from accumulated other comprehensive income to earnings over the next 12 months. Most of our cash flow hedges expire in the first quarter 2002. For the quarter and nine months ended September 30, 2001, there was no ineffectiveness in our cash flow hedges.

PART II -- OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS

See Part I, Financial Information, Note 7, which is incorporated herein by reference.

ITEM 2. CHANGES IN SECURITIES AND USE OF PROCEEDS

None.

ITEM 3. DEFAULTS UPON SENIOR SECURITIES

None.

ITEM 4. SUBMISSION OF MATTERS TO A VOTE OF SECURITY HOLDERS

None.

ITEM 5. OTHER INFORMATION

None.

ITEM 6. EXHIBITS AND REPORTS ON FORM 8-K

(a) Exhibits

Each exhibit identified below is filed as part of this report. Exhibits not incorporated by reference to a prior filing are designated by an asterisk. Exhibits designated with a "+" constitute a management contract or compensatory plan or arrangement required to be filed as an exhibit to this report pursuant to Item 601 of Regulation S-K.

EXHIBIT NUMBER	DESCRIPTION -
*4.2.1 --	Fourth Supplemental Indenture dated as of July 11, 2000, to the Indenture dated as of May 27, 1999, among El Paso Energy Partners, L.P., El Paso Energy Partners Finance Corporation, as the issuers, and the subsidiaries party thereto, as subsidiary guarantors, and Chase Bank of Texas, N.A., as trustee.
*4.2.2 --	Fifth Supplemental Indenture dated as of August 30, 2000, to the Indenture dated as of May 27, 1999, among El Paso Energy Partners, L.P., El Paso Energy

Partners  
Finance  
Corporation,  
as the  
issuers, and  
the  
subsidiaries  
party  
thereto, as  
subsidiary  
guarantors,  
and The Chase  
Manhattan  
Bank, as  
trustee.

\*10.2 --

Fifth Amended  
and Restated  
Credit

Agreement  
dated as of  
March 23,  
1995, as  
amended and  
restated  
through May  
16, 2001 by  
and among El  
Paso Energy  
Partners, El  
Paso Energy  
Partners  
Finance  
Corporation,  
Credit

Lyonnais New  
York Branch  
and First  
Union

National Bank  
as Co-

Syndication  
Agents, Fleet  
National Bank  
and Fortis  
Capital

Corp., as Co-  
Documentation  
Agents, The  
Chase

Manhattan  
Bank, as  
Administrative

Agent, and  
the several  
banks and  
other

financial  
institutions  
signatories  
thereto.

\*10.2.1 --

First  
Amendment to  
Fifth Amended  
and Restated  
Credit

Agreement  
dated as of  
October 10,  
2001 by and  
among El Paso  
Energy

Partners, El  
Paso Energy  
Partners  
Finance  
Corporation,  
Credit

Lyonnais New  
York Branch  
and First  
Union

National Bank  
as Co-  
Syndication

Agents, Fleet  
National Bank  
and Fortis  
Capital  
Corp., as Co-  
Documentation  
Agents, The  
Chase  
Manhattan  
Bank, as  
Administrative  
Agent, and  
the several  
banks and  
other  
financial  
institutions  
signatories  
thereto.

EXHIBIT  
NUMBER  
DESCRIPTION  
-----  
---- 10.24  
-- Purchase  
and Sale  
Agreement  
dated as of  
September  
27, 2001 by  
and between  
American  
Natural  
Offshore  
Company,  
Texas  
Offshore  
Pipeline  
System,  
Inc.,  
Unitex  
Offshore  
Transmission  
Company,  
and ANR  
Western  
Gulf  
Holdings,  
L.L.C., as  
Sellers,  
and El Paso  
Energy  
Partners  
Deepwater,  
L.L.C., as  
Buyer  
(filed as  
Exhibit 2.1  
to our  
Current  
Report on  
Form 8-K  
dated  
October 25,  
2001).  
10.25 --  
Assignment,  
Acceptance  
and  
Amendment  
dated  
October 4,  
2001 by and  
between  
Delos  
Offshore  
Company,  
L.L.C., a  
Delaware  
limited  
liability  
company,  
The Chase  
Manhattan  
Bank, KBC  
Bank N.V.,  
The  
Sumitomo  
Bank,  
Limited,  
Royal Bank  
of Canada,  
The Bank of  
New York,  
Societe  
Generale,  
Southwest  
Agency,  
Societe  
Generale  
Financial

Corporation,  
The  
Industrial  
Bank of  
Japan,  
Limited New  
York  
Branch, El  
Paso New  
Chaco  
Company,  
L.L.C., El  
Paso  
Natural Gas  
Company, El  
Paso

Corporation,  
The Chase  
Manhattan  
Bank, in  
its  
capacity as  
Agent, and  
the State  
Street Bank  
and Trust  
Company,  
not in its  
individual  
capacity  
but solely  
as trustee  
for the  
Chaco  
Liquids  
Plant Trust  
(filed as  
Exhibit 2.2  
to our  
Current  
Report on  
Form 8-K  
dated  
October 25,  
2001).  
10.26 --  
Tolling  
Agreement  
dated as of  
October 1,  
2001  
between El  
Paso Field  
Services,  
L.P., and  
Delos  
Offshore  
Company,  
L.L.C.  
(filed as  
Exhibit 2.3  
to our  
Current  
Report on  
Form 8-K  
dated  
October 25,  
2001).

(b) Report on Form 8-K

We filed a Current Report on Form 8-K dated August 28, 2001, providing a one year audited balance sheet of El Paso Energy Partners Company as of December 31, 2000, and a two year audited balance sheet of El Paso Energy Partners Finance Corporation as of December 31, 2000, in connection with the offering of \$250 million 8.50% Senior Subordinated Notes pursuant to our Registration Statement on Form S-4 (No. 333-63800-03).

We filed a Current Report on Form 8-K dated October 4, 2001, announcing that we had entered into a series of transactions to acquire midstream assets for \$284 million and will raise the annual distribution to \$2.45 per common unit.

We filed a Current Report on Form 8-K dated October 19, 2001, in order (a) to include in our current risk factors a discussion of the potential effect of

regulations proposed by the Federal Energy Regulatory Commission, or FERC, as well as risks associated with our newly-acquired Chaco cryogenic natural gas processing plant and (b) to disclose our authorization of the issuance of unit options.

We filed a Current Report on Form 8-K dated October 19, 2001, providing unaudited pro forma condensed consolidated and combined financials for our acquisition of the remaining 50 percent interest in Deepwater Holdings, L.L.C., and our acquisition of the Chaco cryogenic natural gas processing plant; our acquisition of the Crystal natural gas storage business and the natural gas liquids transportation and fractionation assets; our sale of several Gulf of Mexico assets; and our issuance of 5,627,070 common units, which includes 1,477,070 common units to be purchased by our general partner.

We filed a Current Report on Form 8-K dated October 25, 2001, to announce our acquisition of (a) title to and other interests in the Chaco cryogenic natural gas processing plant in northern New Mexico's San Juan Basin and (b) the remaining 50 percent indirect interest that we did not already own in Deepwater Holdings, L.L.C., through which the High Island Offshore System and East Breaks natural gas gathering system became indirectly wholly-owned assets.

We filed a Current Report on Form 8-K dated October 25, 2001, to file consents from experts with respect to reports incorporated by reference into our Registration Statement on Form S-3 (File No. 333-85987).

We filed a Current Report on Form 8-K dated October 30, 2001, to announce that we entered into an Underwriting Agreement with our General Partner and the underwriters named therein in connection with our public offering of up to 4,772,500 common units representing limited partner interests.

We filed a Current Report on Form 8-K/A dated November 8, 2001, providing unaudited proforma financial statements for our acquisition of the remaining 50 percent interest in Deepwater Holdings, L.L.C., and our acquisition of title to and other interests in the Chaco cryogenic natural gas processing plant; our acquisition of the Crystal natural gas storage business and the natural gas liquids transportation and fractionation assets; and our sale of several Gulf of Mexico assets. We also provided unaudited Deepwater Holdings, L.L.C. financial statements as of and for the periods ended June 30, 2001 and 2000.



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 thereunto duly authorized.

EL PASO ENERGY PARTNERS, L.P.

By: EL PASO ENERGY PARTNERS COMPANY,  
its General Partner

Date: November 9, 2001

By: /s/ KEITH B. FORMAN

-----  
Keith B. Forman  
Vice President and Chief Financial  
Officer

Date: November 9, 2001

By: /s/ D. MARK LELAND

-----  
D. Mark Leland  
Senior Vice President and Controller  
(Principal Accounting Officer)

INDEX TO EXHIBITS

EXHIBIT NUMBER DESCRIPTION - ----- -----
*4.2.1 -- Fourth Supplemental Indenture dated as of July 11, 2000, to the Indenture dated as of May 27, 1999, among El Paso Energy Partners, L.P., El Paso Energy Partners Finance Corporation, as the issuers, and the subsidiaries party thereto, as subsidiary guarantors, and Chase Bank of Texas, N.A., as trustee.
*4.2.2 -- Fifth Supplemental Indenture dated as of August 30, 2000, to the Indenture dated as of May 27, 1999, among El Paso Energy Partners, L.P., El Paso Energy Partners Finance Corporation, as the issuers, and the subsidiaries party thereto, as subsidiary guarantors, and The Chase Manhattan Bank, as trustee.
*10.2 -- Fifth Amended and Restated Credit Agreement dated as of March 23, 1995, as amended and restated through May 16, 2001 by and among El Paso Energy Partners, El Paso Energy

Partners  
Finance  
Corporation,  
Credit  
Lyonnais New  
York Branch  
and First  
Union  
National Bank  
as Co-  
Syndication  
Agents, Fleet  
National Bank  
and Fortis  
Capital  
Corp., as Co-  
Documentation  
Agents, The  
Chase  
Manhattan  
Bank, as  
Administrative  
Agent, and  
the several  
banks and  
other  
financial  
institutions  
signatories  
thereto.  
\*10.2.1 --  
First  
Amendment to  
Fifth Amended  
and Restated  
Credit  
Agreement  
dated as of  
October 10,  
2001 by and  
among El Paso  
Energy  
Partners, El  
Paso Energy  
Partners  
Finance  
Corporation,  
Credit  
Lyonnais New  
York Branch  
and First  
Union  
National Bank  
as Co-  
Syndication  
Agents, Fleet  
National Bank  
and Fortis  
Capital  
Corp., as Co-  
Documentation  
Agents, The  
Chase  
Manhattan  
Bank, as  
Administrative  
Agent, and  
the several  
banks and  
other  
financial  
institutions  
signatories  
thereto.  
10.24 --  
Purchase and  
Sale  
Agreement  
dated as of  
September 27,  
2001 by and  
between  
American  
Natural  
Offshore  
Company,

Texas  
Offshore  
Pipeline  
System, Inc.,  
Unitex  
Offshore  
Transmission  
Company, and  
ANR Western  
Gulf  
Holdings,  
L.L.C., as  
Sellers, and  
El Paso  
Energy  
Partners  
Deepwater,  
L.L.C., as  
Buyer (filed  
as Exhibit  
2.1 to our  
Current  
Report on  
Form 8-K  
dated October  
25, 2001).  
10.25 --  
Assignment,  
Acceptance  
and Amendment  
dated October  
4, 2001 by  
and between  
Delos  
Offshore  
Company,  
L.L.C., a  
Delaware  
limited  
liability  
company, The  
Chase  
Manhattan  
Bank, KBC  
Bank N.V.,  
The Sumitomo  
Bank,  
Limited,  
Royal Bank of  
Canada, The  
Bank of New  
York, Societe  
Generale,  
Southwest  
Agency,  
Societe  
Generale  
Financial  
Corporation,  
The  
Industrial  
Bank of  
Japan,  
Limited New  
York Branch,  
El Paso New  
Chaco  
Company,  
L.L.C., El  
Paso Natural  
Gas Company,  
El Paso  
Corporation,  
The Chase  
Manhattan  
Bank, in its  
capacity as  
Agent, and  
the State  
Street Bank  
and Trust  
Company, not  
in its  
individual  
capacity but  
solely as

trustee for  
the Chaco  
Liquids Plant  
Trust (filed  
as Exhibit  
2.2 to our  
Current  
Report on  
Form 8-K  
dated October  
25, 2001).  
10.26 --  
Tolling  
Agreement  
dated as of  
October 1,  
2001 between  
El Paso Field  
Services,  
L.P., and  
Delos  
Offshore  
Company,  
L.L.C. (filed  
as Exhibit  
2.3 to our  
Current  
Report on  
Form 8-K  
dated October  
25, 2001).

=====

EL PASO ENERGY PARTNERS, L.P.  
EL PASO ENERGY PARTNERS FINANCE CORPORATION, AS THE ISSUERS,

AND

THE SUBSIDIARIES PARTY HERETO, AS SUBSIDIARY GUARANTORS

AND

CHASE BANK OF TEXAS, NATIONAL ASSOCIATION, AS TRUSTEE

-----

FOURTH SUPPLEMENTAL INDENTURE

DATED AS OF JULY 11, 2000

TO

INDENTURE

DATED AS OF MAY 27, 1999

-----

\$175,000,000

10 3/8% SENIOR SUBORDINATED NOTES DUE 2009, SERIES A  
10 3/8% SENIOR SUBORDINATED NOTES DUE 2009, SERIES B

=====

FOURTH SUPPLEMENTAL INDENTURE

THIS FOURTH SUPPLEMENTAL INDENTURE (this "Supplemental Indenture"), dated as of July 11, 2000, is by and among El Paso Energy Partners, L.P., a Delaware limited partnership (formerly Leviathan Gas Pipeline Partners, L.P.), El Paso Energy Partners Finance Corporation, a Delaware corporation (formerly Leviathan Finance Corporation), the guarantor parties hereto, and Chase Bank of Texas, National Association, a national banking association, as trustee.

WITNESSETH:

WHEREAS, the Issuers (herein defined), the Subsidiary Guarantors (herein defined) and the Trustee (herein defined) entered into an Indenture, dated as of May 27, 1999 (as in effect on the date hereof, the "Indenture"), relating to \$175,000,000 of the Company's 10 3/8% Senior Subordinated Notes due 2009;

WHEREAS, the Partnership (herein defined) has formed the Restricted Subsidiaries (herein defined) Argo II, L.L.C. and El Paso Partners Acquisition, L.L.C. (collectively, the "New Guarantors"), which will become Subsidiary Guarantors under the Indenture pursuant to the terms of this Supplemental Indenture.

WHEREAS, this Supplemental Indenture is executed and delivered pursuant to Sections 4.14 and 11.01 of the Indenture;

WHEREAS, the Issuers, the Subsidiary Guarantors (which term includes the New Guarantor) and the Trustee desire to enter into this Supplemental Indenture to provide for the New Guarantor's guarantee of the payment of securities on the same terms and conditions as the Guarantees by the other Subsidiary Guarantors;

WHEREAS, all conditions precedent provided for in the Indenture relating to this Supplemental Indenture have been complied with; and

NOW, THEREFORE, in consideration of the premises herein contained, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Issuers, the Subsidiary Guarantors and the Trustee mutually covenant and agree for the equal and proportionate benefit of all Holders (herein defined) of the Notes (herein defined) as follows:

SECTION 1. INCORPORATION OF INDENTURE; DEFINITIONS

1.1 INCORPORATION OF INDENTURE. This Supplemental Indenture constitutes a supplement to the Indenture, and the Indenture and this Supplemental Indenture shall be read together and shall have effect so far as practicable as though all of the provisions thereof and hereof are contained in one instrument.

1.2 DEFINITIONS. All capitalized terms used herein and not otherwise defined herein shall have the respective meanings assigned to such terms in the Indenture.

SECTION 2. SUPPLEMENTAL PROVISIONS

2.1 UNCONDITIONAL GUARANTEE. Subject to the provisions of Article 11 of the Indenture, the New Guarantors shall be Subsidiary Guarantors under the terms of the Indenture and hereby unconditionally guarantee to each Holder of a Note authenticated and delivered by the Trustee and to the Trustee and its successors and assigns, irrespective of the validity and enforceability of the Indenture, the Notes or the Obligations of the Issuers under the Indenture or the Notes, that:

- (a) the principal of, premium, interest and Liquidated Damages, if any, on the Notes shall be promptly paid in full when due, whether at the maturity or interest payment or mandatory redemption date, by acceleration, redemption or otherwise, and interest on the overdue principal of, premium, interest and Liquidated Damages, if any, on the Notes, if any, if lawful, and all other Obligations of the Issuers to the Holders or the Trustee under the Indenture and the Notes shall be promptly paid in full or performed, all in accordance with the terms of the Indenture and the Notes; and
- (b) in case of any extension of time of payment or renewal of any Notes or any of such other obligations, that same shall be promptly paid in full when due or performed in accordance with the terms of the extension or renewal, whether at Stated Maturity, by acceleration or otherwise. Failing payment when due of any amount so guaranteed or any performance so guaranteed for whatever reason, the Subsidiary Guarantors shall be jointly and severally obligated to pay the same immediately.

The New Guarantors hereby agree that their obligations hereunder and under the Indenture shall be unconditional, irrespective of the validity, regularity or enforceability of the Notes or the Indenture, the absence of any action to enforce the same, any waiver or consent by any Holder of the Notes with respect to any provisions of the Indenture and the Notes, the recovery of any judgment against the Issuers, any action to enforce the same or any other circumstance which might otherwise constitute a legal or equitable discharge or defense of a Subsidiary Guarantor. The New Guarantors hereby waive diligence, presentment, demand of payment, filing of claims with a court in the event of insolvency or bankruptcy of the Issuers, any right to require a proceeding first against the Issuers, protest, notice and all demands whatsoever and covenant that the Guarantees shall not be discharged except by complete performance of the obligations contained in the Notes and the Indenture.

If any Holder or the Trustee is required by any court or otherwise to return to the Issuers or Subsidiary Guarantors, or any custodian, trustee, liquidator or other similar official acting in relation to either the Issuers or Subsidiary Guarantors, any amount paid by either to the Trustee or such Holder, these Guarantees, to the extent theretofore discharged, shall be reinstated in full force and effect. The New Guarantors agree that they shall not be entitled to any right of subrogation in relation to the Holders in respect of any obligations guaranteed under the Indenture until payment in full of all obligations guaranteed under the Indenture.

The New Guarantors further agree that, as between the Subsidiary Guarantors, on the one hand, and the Holders and the Trustee, on the other hand, (x) the maturity of the Obligations guaranteed under the Indenture may be accelerated as provided in Article 6 of the Indenture for the



purposes of these Guarantees, notwithstanding any stay, injunction or other prohibition preventing such acceleration in respect of the obligations guaranteed under the Indenture, and (y) in the event of any declaration of acceleration of such Obligations as provided in Article 6 of the Indenture, such Obligations (whether or not due and payable) shall forthwith become due and payable by the Subsidiary Guarantors for the purpose of these Guarantees. The New Guarantors agree that the Subsidiary Guarantors shall have the right to seek contribution from any non-paying Subsidiary Guarantor so long as the exercise of such right does not impair the rights of the Holders under these Guarantees.

2.2 OTHER GUARANTEE TERMS. The New Guarantors hereby confirm, adopt and acknowledge each of the provisions of the Indenture relating to the Subsidiary Guarantors and the Guarantees, including, but not limited to Articles 4 and 11.

### SECTION 3. MISCELLANEOUS

3.1 COUNTERPARTS. This Supplemental Indenture may be signed in counterparts and by the different parties hereto in separate counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument.

3.2 SEVERABILITY. In case any provision in this Supplemental Indenture shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

3.3 HEADINGS. The headings of the Sections of this Supplemental Indenture have been inserted for convenience of reference only, are not to be considered a part hereof and shall not modify or restrict any of the terms or provisions hereof.

3.4 SUCCESSORS. All agreements of the Issuers and the Subsidiary Guarantors in this Supplemental Indenture shall bind their respective successors. All agreements of the Trustee in this Supplemental Indenture shall bind its successors.

3.5 GOVERNING LAW. THIS SUPPLEMENTAL INDENTURE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK BUT WITHOUT GIVING EFFECT TO APPLICABLE PRINCIPLES OF CONFLICTS OF LAW TO THE EXTENT THAT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION WOULD BE REQUIRED THEREBY.

3.6 FULL FORCE AND EFFECT. The Indenture, as supplemented by this Supplemental Indenture, remains in full force and effect and is hereby ratified and confirmed as the valid and binding obligation of the parties hereto.

3.7 TRUSTEE. The Trustee accepts the modifications of trusts referenced in the Indenture and effected by this Supplemental Indenture. Without limiting the generality of the foregoing, the Trustee assumes no responsibility for the correctness of the recitals herein contained, which shall be taken as the statements of the Company and the Subsidiary Guarantors, and the Trustee shall not be responsible or accountable in any way whatsoever for or with respect to the validity or execution or sufficiency of this Supplemental Indenture, and the Trustee makes no representation with respect thereto.

IN WITNESS WHEREOF, the parties hereto have executed this Supplemental Indenture as of the date first above written.

EL PASO ENERGY PARTNERS,  
L.P.

EL PASO ENERGY PARTNERS  
FINANCE CORPORATION

By: /s/ KEITH FORMAN

By: /s/ KEITH FORMAN

-----  
Name: Keith Forman  
Title: Chief Financial Officer

-----  
Name: Keith Forman  
Title: Chief Financial Officer

CHASE BANK OF TEXAS,  
NATIONAL ASSOCIATION, as Trustee

By: /s/ MAURI J. COWEN

-----  
Name: Mauri J. Cowen  
Title: Vice President and  
Trust Officer

NEW GUARANTORS:

ARGO II, L.L.C.

By: /s/ KEITH FORMAN

-----  
Name: Keith Forman  
Title: Chief Financial Officer

EL PASO PARTNERS ACQUISITION, L.L.C.

By: /s/ KEITH FORMAN

-----  
Name: Keith Forman  
Title: Chief Financial Officer

Each of the undersigned hereby ratifies and confirms its respective obligations under the Indenture, as supplemented by this Supplemental Indenture:

DELOS OFFSHORE COMPANY, L.L.C.  
EWING BANK GATHERING COMPANY, L.L.C.  
EL PASO ENERGY PARTNERS DEEPWATER, L.L.C.  
EL PASO ENERGY PARTNERS OIL TRANSPORT, L.L.C.  
EL PASO ENERGY PARTNERS OPERATING COMPANY, L.L.C.  
FLEXTREND DEVELOPMENT COMPANY, L.L.C.  
GREEN CANYON PIPE LINE COMPANY, L.P.  
MANTA RAY GATHERING COMPANY, L.L.C.  
MORAY PIPELINE COMPANY, L.L.C.  
POSEIDON PIPELINE COMPANY, L.L.C.  
SAILFISH PIPELINE COMPANY, L.L.C.  
TARPON TRANSMISSION COMPANY  
VK DEEPWATER GATHERING COMPANY, L.L.C.  
VK-MAIN PASS GATHERING COMPANY, L.L.C.

By: /s/ KEITH FORMAN

-----  
Name: Keith Forman  
Title: Chief Financial Officer of Each Such Entity

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EL PASO ENERGY PARTNERS, L.P.  
EL PASO ENERGY PARTNERS FINANCE CORPORATION, AS THE ISSUERS,

AND

THE SUBSIDIARIES PARTY HERETO, AS SUBSIDIARY GUARANTORS

AND

THE CHASE MANHATTAN BANK,  
A NEW YORK STATE BANKING CORPORATION, AS TRUSTEE

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FIFTH SUPPLEMENTAL INDENTURE

DATED AS OF AUGUST 30, 2000

TO

INDENTURE

DATED AS OF MAY 27, 1999

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\$175,000,000

10 3/8% SENIOR SUBORDINATED NOTES DUE 2009, SERIES A  
10 3/8% SENIOR SUBORDINATED NOTES DUE 2009, SERIES B

=====

FIFTH SUPPLEMENTAL INDENTURE

THIS FIFTH SUPPLEMENTAL INDENTURE (this "Supplemental Indenture"), dated as of August 30, 2000, is by and among El Paso Energy Partners, L.P., a Delaware limited partnership (formerly Leviathan Gas Pipeline Partners, L.P.), El Paso Energy Partners Finance Corporation, a Delaware corporation (formerly Leviathan Finance Corporation), the guarantor parties hereto, and The Chase Manhattan Bank, a New York state banking corporation, as successor trustee to Chase Bank of Texas, National Association, a national banking association, as the original trustee.

WITNESSETH:

WHEREAS, the Issuers (herein defined), the Subsidiary Guarantors (herein defined) and the Trustee (herein defined) entered into an Indenture, dated as of May 27, 1999 (as in effect on the date hereof, the "Indenture"), relating to \$175,000,000 of the Company's 10 3/8% Senior Subordinated Notes due 2009;

WHEREAS, the Partnership (herein defined) has acquired the Restricted Subsidiaries (herein defined) First Reserve Gas, L.L.C., a Delaware limited liability company, Crystal Properties and Trading, L.L.C., a Delaware limited liability company, Petal Gas Storage, L.L.C., a Delaware limited liability company, Hattiesburg Gas Storage Company, a Delaware general partnership and Hattiesburg Industrial Gas Sales, L.L.C., a Delaware limited liability company, L.L.C. (collectively, the "New Guarantors"), which will become Subsidiary Guarantors under the Indenture pursuant to the terms of this Supplemental Indenture.

WHEREAS, this Supplemental Indenture is executed and delivered pursuant to Sections 4.14 and 11.01 of the Indenture;

WHEREAS, the Issuers, the Subsidiary Guarantors (which term includes the New Guarantors) and the Trustee desire to enter into this Supplemental Indenture to provide for the New Guarantors' guarantee of the payment of securities on the same terms and conditions as the Guarantees by the other Subsidiary Guarantors;

WHEREAS, all conditions precedent provided for in the Indenture relating to this Supplemental Indenture have been complied with; and

NOW, THEREFORE, in consideration of the premises herein contained, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Issuers, the Subsidiary Guarantors and the Trustee mutually covenant and agree for the equal and proportionate benefit of all Holders (herein defined) of the Notes (herein defined) as follows:

SECTION 1. INCORPORATION OF INDENTURE; DEFINITIONS

1.1 INCORPORATION OF INDENTURE. This Supplemental Indenture constitutes a supplement to the Indenture, and the Indenture and this Supplemental Indenture shall be read together and shall have effect so far as practicable as though all of the provisions thereof and hereof are contained in one instrument.

1.2 DEFINITIONS. All capitalized terms used herein and not otherwise defined herein shall have the respective meanings assigned to such terms in the Indenture.

SECTION 2. SUPPLEMENTAL PROVISIONS

2.1 UNCONDITIONAL GUARANTEE. Subject to the provisions of Article 11 of the Indenture, the New Guarantors shall be Subsidiary Guarantors under the terms of the Indenture and hereby unconditionally guarantee to each Holder of a Note authenticated and delivered by the Trustee and to the Trustee and its successors and assigns, irrespective of the validity and enforceability of the Indenture, the Notes or the Obligations of the Issuers under the Indenture or the Notes, that:

- (a) the principal of, premium, interest and Liquidated Damages, if any, on the Notes shall be promptly paid in full when due, whether at the maturity or interest payment or mandatory redemption date, by acceleration, redemption or otherwise, and interest on the overdue principal of, premium, interest and Liquidated Damages, if any, on the Notes, if any, if lawful, and all other Obligations of the Issuers to the Holders or the Trustee under the Indenture and the Notes shall be promptly paid in full or performed, all in accordance with the terms of the Indenture and the Notes; and
- (b) in case of any extension of time of payment or renewal of any Notes or any of such other obligations, that same shall be promptly paid in full when due or performed in accordance with the terms of the extension or renewal, whether at Stated Maturity, by acceleration or otherwise. Failing payment when due of any amount so guaranteed or any performance so guaranteed for whatever reason, the Subsidiary Guarantors shall be jointly and severally obligated to pay the same immediately.

The New Guarantors hereby agree that their obligations hereunder and under the Indenture shall be unconditional, irrespective of the validity, regularity or enforceability of the Notes or the Indenture, the absence of any action to enforce the same, any waiver or consent by any Holder of the Notes with respect to any provisions of the Indenture and the Notes, the recovery of any judgment against the Issuers, any action to enforce the same or any other circumstance which might otherwise constitute a legal or equitable discharge or defense of a Subsidiary Guarantor. The New Guarantors hereby waive diligence, presentment, demand of payment, filing of claims with a court in the event of insolvency or bankruptcy of the Issuers, any right to require a proceeding first against the Issuers, protest, notice and all demands whatsoever and covenant that the Guarantees shall not be discharged except by complete performance of the obligations contained in the Notes and the Indenture.

If any Holder or the Trustee is required by any court or otherwise to return to the Issuers or Subsidiary Guarantors, or any custodian, trustee, liquidator or other similar official acting in

relation to either the Issuers or Subsidiary Guarantors, any amount paid by either to the Trustee or such Holder, these Guarantees, to the extent theretofore discharged, shall be reinstated in full force and effect. The New Guarantors agree that they shall not be entitled to any right of subrogation in relation to the Holders in respect of any obligations guaranteed under the Indenture until payment in full of all obligations guaranteed under the Indenture.

The New Guarantors further agree that, as between the Subsidiary Guarantors, on the one hand, and the Holders and the Trustee, on the other hand, (x) the maturity of the Obligations guaranteed under the Indenture may be accelerated as provided in Article 6 of the Indenture for the purposes of these Guarantees, notwithstanding any stay, injunction or other prohibition preventing such acceleration in respect of the obligations guaranteed under the Indenture, and (y) in the event of any declaration of acceleration of such Obligations as provided in Article 6 of the Indenture, such Obligations (whether or not due and payable) shall forthwith become due and payable by the Subsidiary Guarantors for the purpose of these Guarantees. The New Guarantors agree that the Subsidiary Guarantors shall have the right to seek contribution from any non-paying Subsidiary Guarantor so long as the exercise of such right does not impair the rights of the Holders under these Guarantees.

2.2 OTHER GUARANTEE TERMS. The New Guarantors hereby confirm, adopt and acknowledge each of the provisions of the Indenture relating to the Subsidiary Guarantors and the Guarantees, including, but not limited to Articles 4 and 11.

### SECTION 3. MISCELLANEOUS

3.1 COUNTERPARTS. This Supplemental Indenture may be signed in counterparts and by the different parties hereto in separate counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument.

3.2 SEVERABILITY. In case any provision in this Supplemental Indenture shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

3.3 HEADINGS. The headings of the Sections of this Supplemental Indenture have been inserted for convenience of reference only, are not to be considered a part hereof and shall not modify or restrict any of the terms or provisions hereof.

3.4 SUCCESSORS. All agreements of the Issuers and the Subsidiary Guarantors in this Supplemental Indenture shall bind their respective successors. All agreements of the Trustee in this Supplemental Indenture shall bind its successors.

3.5 GOVERNING LAW. THIS SUPPLEMENTAL INDENTURE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK BUT WITHOUT GIVING EFFECT TO APPLICABLE PRINCIPLES OF CONFLICTS OF LAW TO THE EXTENT THAT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION WOULD BE REQUIRED THEREBY.



3.6 FULL FORCE AND EFFECT. The Indenture, as supplemented by this Supplemental Indenture, remains in full force and effect and is hereby ratified and confirmed as the valid and binding obligation of the parties hereto.

3.7 TRUSTEE. The Trustee accepts the modifications of trusts referenced in the Indenture and effected by this Supplemental Indenture. Without limiting the generality of the foregoing, the Trustee assumes no responsibility for the correctness of the recitals herein contained, which shall be taken as the statements of the Company and the Subsidiary Guarantors, and the Trustee shall not be responsible or accountable in any way whatsoever for or with respect to the validity or execution or sufficiency of this Supplemental Indenture, and the Trustee makes no representation with respect thereto.

IN WITNESS WHEREOF, the parties hereto have executed this Supplemental Indenture as of the date first above written.

EL PASO ENERGY PARTNERS,  
L.P.

EL PASO ENERGY PARTNERS  
FINANCE CORPORATION

By: /s/ KEITH FORMAN

By: /s/ KEITH FORMAN

-----  
Name: Keith Forman  
Title: Chief Financial Officer

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Name: Keith Forman  
Title: Chief Financial Officer

THE CHASE MANHATTAN BANK,  
as Trustee

By: /s/ MAURI J. COWEN

-----  
Name: Mauri J. Cowen  
Title: Vice President and  
Trust Officer

NEW GUARANTORS:

FIRST RESERVE GAS, L.L.C.

By: /s/ DAVID L. SIDDALL  
-----

Name: David Siddall  
Title: Vice President, Associate General Counsel and  
Secretary

PETAL GAS STORAGE, L.L.C.

By: /s/ DAVID L. SIDDALL  
-----

Name: David Siddall  
Title: Vice President, Associate General Counsel and  
Secretary

HATTIESBURG INDUSTRIAL GAS SALES, L.L.C.

By: /s/ DAVID L. SIDDALL  
-----

Name: David Siddall  
Title: Vice President, Associate General Counsel and  
Secretary

CRYSTAL PROPERTIES AND TRADING, L.L.C.

By: /s/ DAVID L. SIDDALL  
-----

Name: David Siddall  
Title: Vice President, Associate General Counsel and  
Secretary

HATTIESBURG GAS STORAGE COMPANY

By its general partners

HATTIESBURG INDUSTRIAL GAS SALES, L.L.C.

By: /s/ DAVID L. SIDDALL  
-----

Name: David Siddall  
Title: Vice President, Associate General  
Counsel and Secretary

FIRST RESERVE GAS, L.L.C.

By: /s/ DAVID L. SIDDALL  
-----

Name: David Siddall  
Title: Vice President, Associate General  
Counsel and Secretary

Each of the undersigned hereby ratifies and confirms its respective obligations under the Indenture, as supplemented by this Supplemental Indenture:

ARGO II, L.L.C.  
DELOS OFFSHORE COMPANY, L.L.C.  
EWING BANK GATHERING COMPANY, L.L.C.  
EL PASO ENERGY PARTNERS DEEPWATER, L.L.C.  
EL PASO ENERGY PARTNERS OIL TRANSPORT, L.L.C.  
EL PASO ENERGY PARTNERS OPERATING COMPANY, L.L.C.  
EL PASO PARTNERS ACQUISITION, L.L.C.  
FLEXTREND DEVELOPMENT COMPANY, L.L.C.  
GREEN CANYON PIPE LINE COMPANY, L.P.  
MANTA RAY GATHERING COMPANY, L.L.C.  
MORAY PIPELINE COMPANY, L.L.C.  
POSEIDON PIPELINE COMPANY, L.L.C.  
SAILFISH PIPELINE COMPANY, L.L.C.  
TARPON TRANSMISSION COMPANY  
VK DEEPWATER GATHERING COMPANY, L.L.C.  
VK-MAIN PASS GATHERING COMPANY, L.L.C.

By: /s/ KEITH FORMAN

-----  
Name: Keith Forman  
Title: Chief Financial Officer of Each Such Entity

FIFTH AMENDED AND RESTATED CREDIT AGREEMENT, dated as of March 23, 1995, as amended and restated through May 16, 2001 (this "Agreement"), among EL PASO ENERGY PARTNERS, L.P. (formerly known as LEVIATHAN GAS PIPELINE PARTNERS, L.P.), a Delaware limited partnership (the "Borrower"), EL PASO ENERGY PARTNERS FINANCE CORPORATION (formerly known as LEVIATHAN FINANCE CORPORATION), a Delaware corporation (the "Co-Borrower"), the several banks and other financial institutions from time to time parties to this Agreement (the "Lenders"), CREDIT LYONNAIS NEW YORK BRANCH and FIRST UNION NATIONAL BANK, as co-syndication agents for the Lenders hereunder (in such capacity, the "Co-Syndication Agents"), FLEET NATIONAL BANK and FORTIS CAPITAL CORP., as co-documentation agents for the Lenders hereunder (in such capacity, the "Co-Documentation Agents"), and THE CHASE MANHATTAN BANK, a New York banking corporation, as administrative agent for the Lenders hereunder (in such capacity, the "Administrative Agent").

## WITNESSETH:

WHEREAS, the Borrower, certain of the Lenders and the Administrative Agent are parties to the Fourth Amended and Restated Credit Agreement, dated as of March 23, 1995, as amended and restated through June 30, 2000 (and as further amended prior to the date hereof, the "Existing Credit Agreement");

WHEREAS, the Borrower has requested that the Existing Credit Agreement be amended and restated (a) to increase the aggregate Revolving Credit Commitments from \$500,000,000 to \$600,000,000, (b) to provide for additional financial institutions as lenders (the "New Lenders"), (c) to amend certain covenants and (d) otherwise to amend the Existing Credit Agreement and restate it in its entirety as more fully set forth herein;

WHEREAS, the Lenders, the Administrative Agent, the Co-Syndication Agents and the Co-Documentation Agents are willing so to amend and restate the Existing Credit Agreement, and the New Lenders are willing to become parties hereto, but only on the terms and subject to the conditions set forth herein;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties hereto hereby agree that on the Closing Date (as hereinafter defined) the Existing Credit Agreement shall be amended and restated in its entirety as follows:

ARTICLE I  
DEFINITIONS

Section 1.1 Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Acquired Business": as defined in subsection 8.8(e).

"Administrative Agent": as defined in the introductory paragraph of this Agreement.

"Affiliate": as to any Person, any other Person (other than a Subsidiary) which, directly or indirectly, is in control of, is controlled by, or is under common control with, such Person.

For purposes of this definition, "control" of a Person means the power, directly or indirectly, either to (i) vote 10% or more of the securities having ordinary voting power for the election of directors of such Person or (ii) direct or cause the direction of the management and policies of such Person, whether by contract or otherwise; provided, that any third Person which also beneficially owns 10% or more of the securities having ordinary voting power for the election of directors (or similar authority) of a Joint Venture or Subsidiary shall not be deemed to be an Affiliate of the Borrower and its Subsidiaries or Joint Ventures merely because of such common ownership.

"Aggregate Outstanding Revolving Credit Extensions of Credit": as to any Lender at any time, an amount equal to the sum of (a) the aggregate principal amount of all Revolving Credit Loans made by such Lender then outstanding and (b) such Lender's Commitment Percentage of the L/C Obligations then outstanding.

"Agreement": the Existing Credit Agreement, as amended and restated by this Agreement, as further amended, supplemented or otherwise modified from time to time.

"Alternate Base Rate": for any day, a rate per annum (rounded upwards, if necessary, to the next 1/16 of 1%) equal to the greatest of (a) the Prime Rate in effect on such day, (b) the Base CD Rate in effect on such day plus 1% and (c) the Federal Funds Effective Rate in effect on such day plus 1/2 of 1%. For purposes hereof: "Prime Rate" shall mean the rate of interest per annum publicly announced from time to time by the Administrative Agent as its prime rate in effect at its principal office in New York City (each change in the Prime Rate to be effective on the date such change is publicly announced); "Base CD Rate" shall mean the sum of (a) the product of (i) the Three-Month Secondary CD Rate and (ii) a fraction, the numerator of which is one and the denominator of which is one minus the C/D Reserve Percentage and (b) the C/D Assessment Rate; "Three-Month Secondary CD Rate" shall mean, for any day, the secondary market rate for three-month certificates of deposit reported as being in effect on such day (or, if such day shall not be a Business Day, the next preceding Business Day) by the Board of Governors of the Federal Reserve System (the "Board") through the public information telephone line of the Federal Reserve Bank of New York (which rate will, under the current practices of the Board, be published in Federal Reserve Statistical Release H.15(519) during the week following such day), or, if such rate shall not be so reported on such day or such next preceding Business Day, the average of the secondary market quotations for three-month certificates of deposit of major money center banks in New York City received at approximately 10:00 A.M., New York City time, on such day (or, if such day shall not be a Business Day, on the next preceding Business Day) by the Administrative Agent from three New York City negotiable certificate of deposit dealers of recognized standing selected by it; "C/D Assessment Rate" means for any day as applied to any Revolving Credit Loan, the net annual assessment rate (rounded upward to the nearest 1/100th of 1%) determined by Chase to be payable on such day to the Federal Deposit Insurance Corporation or any successor ("FDIC") for FDIC insuring time deposits made in Dollars at offices of Chase in the United States; and "Federal Funds Effective Rate" shall mean, for any day, the weighted average of the rates on overnight federal funds transactions with members of the Federal Reserve System arranged by federal funds brokers, as published on the next succeeding Business Day by the Federal Reserve Bank of New York, or, if such rate is not so published for any day which is a Business Day, the average of the quotations for the day of such transactions received by the Administrative Agent from three federal funds

brokers of recognized standing selected by it. If for any reason the Administrative Agent shall have determined (which determination shall be conclusive absent manifest error) that it is unable to ascertain the Base CD Rate or the Federal Funds Effective Rate, or both, for any reason, including the inability or failure of the Administrative Agent to obtain sufficient quotations in accordance with the terms thereof, the Alternate Base Rate shall be determined without regard to clause (b) or (c), or both, of the first sentence of this definition, as appropriate, until the circumstances giving rise to such inability no longer exist. Any change in the Alternate Base Rate due to a change in the Prime Rate, the Three-Month Secondary CD Rate or the Federal Funds Effective Rate shall be effective on the effective day of such change in the Prime Rate, the Three-Month Secondary CD Rate or the Federal Funds Effective Rate, respectively.

"Alternate Base Rate Loans": Revolving Credit Loans the rate of interest applicable to which is based upon the Alternate Base Rate.

"Applicable Margin": for each Type of Revolving Credit Loan and the Commitment Fee payable pursuant to Section 2.5 at any time, the rate per annum specified in Annex I attached hereto, which rate is based on the ratio of Consolidated Total Indebtedness of the Borrower at such time to Consolidated EBITDA for the most recently ended Calculation Period (the "Leverage Ratio") and the ratings by Standard & Poor's Ratings Services (or any successor statistical rating organization) ("S&P"), or Moody's Investors Service, Inc. (or any successor statistical rating organization) ("Moody's") of the senior, long-term unsecured debt of the Borrower in effect at the time of such determination. The Applicable Margin and the Commitment Fee for any date shall be determined by reference to the Leverage Ratio as of the last day of the fiscal quarter most recently ended as of such date and for the Calculation Period ended on such last day, and any change (x) shall become effective upon the delivery to the Administrative Agent of a certificate of a Responsible Officer of the Borrower (which certificate may be delivered prior to delivery of the relevant financial statements or may be incorporated in the certificate delivered pursuant to subsection 7.2(b)) with respect to the financial statements to be delivered pursuant to Section 7.1 for the most recently ended fiscal quarter (a) setting forth in reasonable detail the calculation of the Leverage Ratio at the end of such fiscal quarter and (b) stating that the signer has reviewed the terms of this Agreement and other Loan Documents and has made, or caused to be made under his or her supervision, a review in reasonable detail of the transactions and condition of the Borrower and the Restricted Subsidiaries during the accounting period, and that the signer does not have knowledge of the existence as at the date of such officers' certificate of any Event of Default or Default, and (y) shall apply (i) in the case of the Alternate Base Rate Loans, to Alternate Base Rate Loans outstanding on such delivery date or made on and after such delivery date and (ii) in the case of the Eurodollar Loans, to Eurodollar Loans made on and after such delivery date. It is understood that the foregoing certificate of a Responsible Officer shall be permitted to be delivered prior to, but in no event later than, the time of the actual delivery of the financial statements required to be delivered pursuant to Section 7.1. Notwithstanding the foregoing, at any time during which the Borrower has failed to deliver the certificate referred to above in this definition as required under subsection 7.2(b) with respect to a fiscal quarter following the date the delivery thereof is due, the Leverage Ratio shall be deemed, solely for the purposes of this definition, to be greater than 4.0 to 1.0 until such time as Borrower shall deliver such compliance certificate.

"Application": an application, in such form as the Issuing Bank may specify, requesting the Issuing Bank to issue a Letter of Credit.

"Argo": Argo, L.L.C., a Delaware limited liability company and Unrestricted Subsidiary created by the Borrower to initially create, develop and operate the Prince Field by, among other things, providing pipelines, platforms and related services to the Prince Field.

"Argo Clawback": the "clawback" and similar obligations incurred by the Borrower and any Restricted Subsidiary under the Argo Financing Documents in an aggregate amount not to exceed \$30,000,000 at any one time outstanding.

"Argo Financing": the loans made to Argo under the Argo Financing Documents.

"Argo Financing Documents": (i) the Credit Agreement dated as of August 23, 2000, among Argo, as Borrower, The Chase Manhattan Bank, individually and as administrative agent, First Union National Bank, individually and as Syndication Agent, Bank One, NA, individually and as Documentation Agent and the other lenders party thereto and (ii) the other Financing Documents (as defined therein); in the case of (i) and (ii) above, as amended, restated, renewed, replaced or otherwise modified from time to time.

"Argo I": Argo I, L.L.C., a Delaware limited liability company and Unrestricted Subsidiary created by the Borrower to own the equity interests of Argo.

"Argo II": Argo II, L.L.C., a Delaware limited liability company.

"Argo Unrestricted Subsidiaries": Argo, Argo I, and their respective Subsidiaries.

"Available Revolving Credit Commitment": as to any Lender at any time, an amount equal to the excess, if any, of (a) the amount of such Lender's Revolving Credit Commitment over (b) such Lender's Aggregate Outstanding Revolving Credit Extensions of Credit.

"Borrower": as defined in the introductory paragraph of this Agreement.

"Borrower Pledge Agreement": the Amended and Restated Pledge and Security Agreement made by the Borrower in favor of the Administrative Agent for the benefit of the Lenders, substantially in the form of Exhibit C hereto, as the same may be amended, supplemented or otherwise modified from time to time.

"Borrower Security Agreement": the Amended and Restated Security Agreement made by the Borrower in favor of the Administrative Agent for the benefit of the Lenders, substantially in the form of Exhibit D hereto, as the same may be amended, supplemented or otherwise modified from time to time.

"Borrowing Date": any Business Day specified in a notice pursuant to Section 2.3 or 3.2 as a date on which the Borrower requests the Lenders to make Loans or the Issuing Bank to issue a Letter of Credit hereunder.

"Business": as defined in Section 5.17.



"Business Day": a day other than a Saturday, Sunday or other day on which commercial banks in New York City are authorized or required by law to close.

"Calculation Period": each period of four consecutive fiscal quarters of the Borrower.

"Capital Lease": any lease of property, real or personal, the obligations of the lessee in respect of which are required in accordance with GAAP to be capitalized on a balance sheet of the lessee.

"Capital Stock": any and all shares, interests, participations or other equivalents (however designated) of capital stock of a corporation, any and all equivalent ownership interests in a Person (other than a corporation) and any and all warrants or options to purchase any of the foregoing. In addition, with respect to the Borrower, "Capital Stock" shall include the Units and the General Partnership Interest.

"Cash Equivalents": (i) marketable direct obligations issued or unconditionally guaranteed by the United States Government or issued by any agency thereof and backed by the full faith and credit of the United States, in each case maturing within one year from the date of acquisition thereof; (ii) marketable direct obligations issued by any state of the United States of America or any political subdivision of any such state or any public instrumentality thereof maturing within one year from the date of acquisition thereof and, at the time of acquisition, having the highest rating obtainable from either S&P or Moody's; (iii) commercial paper maturing no more than one year from the date of creation thereof and, at the time of acquisition, having the highest rating obtainable from either S&P or Moody's; (iv) certificates of deposit or banker's acceptances maturing within one year from the date of acquisition thereof issued by (x) any Lender, (y) any commercial bank organized under the laws of the United States of America or any state thereof or the District of Columbia having combined capital and surplus of not less than \$250,000,000 or (z) any bank which has a short-term commercial paper rating meeting the requirements of clause (iii) above (any such Lender or bank, a "Qualifying Lender"); (v) eurodollar time deposits having a maturity of less than one year purchased directly from any Lender (whether such deposit is with such Lender or any other Lender hereunder) or issued by any Qualifying Lender; and (vi) repurchase agreements and reverse repurchase agreements with a term of not more than 14 days with any Qualifying Lender relating to marketable direct obligations issued or unconditionally guaranteed by the United States.

"C/D Reserve Percentage": for any day as applied to any Alternate Base Rate Loan, that percentage (expressed as a decimal) which is in effect on such day, as prescribed by the Board of Governors of the Federal Reserve System (or any successor) (the "Board"), for determining the maximum reserve requirement for a Depository Institution (as defined in Regulation D of the Board) in respect of new non-personal time deposits in Dollars having a maturity of 30 days or more.

"Change in Control": (a) the acquisition by any Person or two or more Persons acting in concert (other than the management of El Paso as of the Closing Date and the shareholders of El Paso as of the Closing Date) of beneficial ownership (within the meaning of Rule 13d-3, promulgated by the Securities and Exchange Commission and now in effect under the Securities Exchange Act of 1934, as amended) of 50% or more of the issued and outstanding shares of

voting stock of El Paso; (b) the occurrence of a "change in control" under the Senior Subordinated Note Indentures; or (c) the occurrence of any of the following:

(1) the sale, transfer, lease, conveyance or other disposition (other than by way of merger or consolidation), in one or a series of related transactions, of all or substantially all of the assets of Borrower and its Restricted Subsidiaries taken as a whole to any "person" (as such term is used in Section 13(d)(3) of the Securities Exchange Act of 1934, as amended) other than the El Paso Group;

(2) the adoption of a plan relating to the liquidation or dissolution of the Borrower or the General Partner;

(3) such time as the El Paso Group ceases to own, directly or indirectly, all of the general partner interests of the Borrower or members of the El Paso Group cease to serve as the only general partners of the Borrower; or

(4) all of the general partner interests of the Borrower are not pledged to the Lenders pursuant to the Loan Documents.

Notwithstanding the foregoing, a conversion of the Borrower from a limited partnership to a corporation, limited liability company or other form of entity or an exchange of all of the outstanding limited partnership interests for Capital Stock in a corporation, for member interests in a limited liability company or for any other equity interests in such other form of entity shall not constitute a Change of Control, so long as following such conversion or exchange the El Paso Group beneficially owns, directly or indirectly, in the aggregate more than 50% of the securities having ordinary voting power for the election of directors of such entity, or any combination thereof, and continues to own a sufficient number of the outstanding voting securities of such entity to elect a majority of its directors, managers, trustees or other persons serving in a similar capacity for such entity.

"Chase": The Chase Manhattan Bank.

"Closing Date": the date on which the conditions set forth in Section 6.1 are first satisfied or waived, which shall occur on or prior to May 16, 2001.

"Co-Borrower": as defined in the introductory paragraph to this Agreement.

"Code": the Internal Revenue Code of 1986, as amended from time to time.

"Collateral": the "Collateral" as defined in the several Security Documents.

"Commitment Fee": the commitment fee payable pursuant to Section 2.5.

"Commitment Percentage": as to any Lender at any time, with respect to any credit to be extended under, payment or prepayment to be made under, conversion or continuation under, participation in a Letter of Credit issued under, or other matter with respect to, the Revolving Credit Commitments, a percentage, the numerator of which is such Lender's Revolving Credit Commitment and the denominator of which is the aggregate Revolving Credit Commitments

then in effect (or, if the Revolving Credit Commitments have been terminated, as to any Lender at any time, a percentage, the numerator of which is such Lender's Aggregate Outstanding Revolving Extensions of Credit and the denominator of which is the Aggregate Outstanding Revolving Extensions of Credit of all Lenders at such time).

"Commodity Hedging Program": any hedge agreement designed to protect the Borrower or any of its Subsidiaries against fluctuations in petroleum prices.

"Common Unit": a partnership interest of a limited partner of the Borrower representing a fractional part of the partnership interests of all limited partners of the Borrower and having the rights and obligations specified with respect to Common Units in the Partnership Agreement.

"Commonly Controlled Entity": an entity, whether or not incorporated, which is under common control with the Borrower within the meaning of Section 4001 of ERISA or is part of a group which includes the Borrower and which is treated as a single employer under Section 414 of the Code.

"Consolidated EBITDA": for any period and in accordance with Section 4.14, the Consolidated Net Income ((i) including earnings and losses from discontinued operations, except to the extent that any such losses represent reserves for losses attributable to the planned disposition of material assets, (ii) excluding extraordinary gains, and gains and losses arising from the sale of material assets, and (iii) including other non-recurring losses) for such period, plus (x) the aggregate amount of cash distributions received by the Borrower and its consolidated Subsidiaries (excluding Unrestricted Subsidiaries and Joint Ventures) from Unrestricted Subsidiaries and Joint Ventures (other than cash proceeds funded from the refinancing of the original capital investment by the Borrower and its Subsidiaries in Unrestricted Subsidiaries and Joint Ventures), and (y) to the extent reflected as a charge in the statement of Consolidated Net Income for such period, the sum of (a) interest expense, amortization of debt discount and debt issuance costs (including the write-off of such costs in connection with prepayments of debt) and commissions, discounts and other fees and charges associated with standby letters of credit, (b) taxes measured by income accrued as an expense during such period, (c) depreciation, depletion, and amortization expense, and (d) non-cash compensation expense resulting from the accounting treatment applied, in accordance with GAAP, to management's equity interest minus the equity of the Borrower and its consolidated Subsidiaries (excluding Unrestricted Subsidiaries and Joint Ventures) in the earnings of Unrestricted Subsidiaries and Joint Ventures; provided that Consolidated EBITDA shall exclude any insurance proceeds relating to the Poseidon casualty described in SEC reports up to an aggregate amount of \$6,000,000.

"Consolidated Interest Expense": for any period, and in accordance with Section 4.14, total cash interest expense (including that attributable to Capital Leases) of the Borrower and its Subsidiaries (excluding Unrestricted Subsidiaries and Joint Ventures) for such period with respect to all outstanding Indebtedness of the Borrower and such Subsidiaries (including all commissions, discounts and other fees and charges owed with respect to letters of credit and bankers' acceptance financing and net costs under Hedge Agreements in respect of interest rates to the extent such net costs are allocable to such period in accordance with GAAP).

"Consolidated Net Income": for any period, and in accordance with Section 4.14, the net income or net loss of the Borrower and its consolidated Subsidiaries (excluding Unrestricted Subsidiaries and Joint Ventures) for such period determined in accordance with GAAP on a consolidated basis.

"Consolidated Net Worth": as of the date of determination, all items which in conformity with GAAP would be included under shareholders' equity on a consolidated balance sheet of the Borrower and its consolidated Subsidiaries (excluding Unrestricted Subsidiaries) at such date.

"Consolidated Tangible Net Worth": as of the date of determination and in accordance with Section 4.14, Consolidated Net Worth after deducting therefrom the following:

(a) goodwill, including any amounts (however designated on the balance sheet) representing the cost of acquisitions of Subsidiaries in excess of underlying tangible assets;

(b) patents, trademarks, copyrights;

(c) leasehold improvements not recoverable at the expiration of a lease; and

(d) deferred charges (including, but not limited to, unamortized debt discount and expense, organization expenses and experimental and development expenses, but excluding prepaid expenses).

"Consolidated Total Indebtedness": at any time and in accordance with Section 4.14, all Indebtedness of the Borrower and its consolidated Subsidiaries (excluding Unrestricted Subsidiaries) at such time.

"Consolidated Total Senior Indebtedness": at any time and in accordance with Section 4.14, Consolidated Total Indebtedness less the aggregate outstanding principal amount of the Senior Subordinated Notes at such time.

"Contractual Obligation": as to any Person, any provision of any security issued by such Person or of any agreement, instrument or other undertaking to which such Person is a party or by which it or any of its property is bound.

"Crystal Holding": Crystal Holding, L.L.C., a Delaware limited liability company.

"Crystal Trading": Crystal Properties and Trading Company, L.L.C., a Delaware limited liability company.

"Default": any of the events specified in Article IX, whether or not any requirement for the giving of notice, the lapse of time, or both, or any other condition, has been satisfied.

"Delos": Delos Offshore Company, L.L.C., a Delaware limited liability company.

"Documents": as defined in subsection 5.20(b).

"Dollars" and "\$": dollars in lawful currency of the United States of America.

"El Paso": El Paso Corporation, a Delaware corporation formerly known as El Paso Energy Corporation.

"El Paso Agreement": the letter agreement dated December 8, 2000, by and between El Paso and the Borrower relating to the purchase of designated transportation and fractionation assets of El Paso Field Services Company.

"El Paso Group": collectively, (1) El Paso, and (2) each Person which is a direct or indirect Subsidiary of El Paso.

"Environmental Laws": any and all foreign, Federal, state, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees, requirements of any Governmental Authority or other Requirements of Law (including common law) regulating, relating to or imposing liability or standards of conduct concerning protection of human health or the environment or to emissions, discharges, releases or threatened releases of pollutants, contaminants, chemicals, or industrial, toxic or hazardous substances or wastes into the environment including, without limitation, ambient air, surface water, ground water, or land, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of pollutants, contaminants, chemicals, or industrial, toxic or hazardous substances or wastes, as now or may at any time hereafter be in effect.

"EP Deepwater": El Paso Energy Partners Deepwater, LLC, a Delaware limited liability company.

"EP Operating": El Paso Energy Partners Operating Company, L.L.C., a Delaware limited liability company.

"EPEPC": El Paso Energy Partners Company (formerly known as Leviathan Gas Pipeline Company), a Delaware corporation.

"EPEPC Guarantee": the Amended and Restated Guarantee made by EPEPC in favor of the Administrative Agent for the benefit of the Lenders, substantially in the form of Exhibit E hereto, as the same may be amended, supplemented or otherwise modified from time to time.

"EPEPC Pledge Agreement": the Amended and Restated Pledge Agreement made by EPEPC in favor of the Administrative Agent for the benefit of the Lenders, substantially in the form of Exhibit G hereto, with respect to the Borrower's General Partnership Interest, as the same may be amended, supplemented or otherwise modified from time to time.

"EPEPC Security Agreement": the Amended and Restated Security Agreement made by EPEPC in favor of the Administrative Agent for the benefit of the Lenders, substantially in the form of Exhibit H hereto, as the same may be amended, supplemented or otherwise modified from time to time.

"EP Transport" El Paso Energy Partners Oil Transport Systems, L.L.C. (formerly known as Leviathan Oil Transport Systems L.L.C.), a Delaware limited liability company.

"ERISA": the Employee Retirement Income Security Act of 1974, as amended from time to time.

"Eurocurrency Reserve Requirements": for any day as applied to a Eurodollar Loan, the aggregate (without duplication) of the rates (expressed as a decimal) of reserve requirements in effect on such day (including, without limitation, basic, supplemental, marginal and emergency reserves under any regulations of the Board of Governors of the Federal Reserve System or other Governmental Authority having jurisdiction with respect thereto) dealing with reserve requirements prescribed for eurocurrency funding (currently referred to as "Eurocurrency Liabilities" in Regulation D of such Board) maintained by a member bank of such System.

"Eurodollar Base Rate": with respect to each day during each Interest Period pertaining to a Eurodollar Loan, the rate appearing on page 3750 of the Telerate Service (or on any successor or substitute page of such Service, or any successor to or substitute for such Service, providing rate quotations comparable to those currently provided on such page of such Service, as determined by the Administrative Agent from time to time for purposes of providing quotations of interest rates applicable to dollar deposits in the London interbank market) at approximately 11:00 A.M., London time, two Working Days prior to the beginning of such Interest Period, as the rate for dollar deposits with a maturity comparable to such Interest Period. In the event that such rate is not available at such time for any reason, then the "Eurodollar Base Rate" with respect to such Eurodollar Loans for such Interest Period shall be the rate at which dollar deposits of a comparable amount to such Eurodollar Loans and for a maturity comparable to such Interest Period are offered by the principal London office of the Administrative Agent in immediately available funds in the London interbank market at approximately 11:00 A.M., London time, two Working Days prior to the commencement of such Interest Period.

"Eurodollar Loans": Revolving Credit Loans the rate of interest applicable to which is based upon the Eurodollar Rate.

"Eurodollar Rate": with respect to each day during each Interest Period pertaining to a Eurodollar Loan, a rate per annum determined for such day in accordance with the following formula (rounded upward to the nearest 1/100th of 1%):

Eurodollar Base Rate  
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1.00 - Eurocurrency Reserve Requirements

"Event of Default": any of the events specified in Article IX, provided that any requirement for the giving of notice, the lapse of time, or both, or any other condition, has been satisfied.

"Ewing Bank": Ewing Bank Gathering Company, L.L.C., a Delaware limited liability company.

"Existing Credit Agreement": as defined in the recitals hereto.

"Expiry Date": with respect to any Letter of Credit at any time, the then stated expiration date of such Letter of Credit as set forth in such Letter of Credit.

"FASB 121": Statement of Financial Accounting Standards No. 121 of the Financial Accounting Standards Board, as the same may be amended and interpreted by the Financial Accounting Standards Board.

"FERC": the Federal Energy Regulatory Commission and any successor thereto.

"First Reserve": First Reserve Gas, L.L.C., a Delaware limited liability company.

"Flextrend": Flextrend Development Company, L.L.C., a Delaware limited liability company.

"GAAP": generally accepted accounting principles in the United States of America in effect from time to time.

"General Partner": EPEPC in its capacity as the general partner of the Borrower or any other Person acting as general partner of the Borrower.

"General Partnership Interest": all general partnership interests in the Borrower.

"Governmental Approval": any authorization, consent, approval, license, lease, ruling, permit, tariff, rate, certification, exemption, filing, variance, claim, order, judgment, decree, publication, notice to, declaration of or with or registration by or with any Governmental Authority.

"Governmental Authority": any nation or government, any state or other political subdivision thereof and any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

"Green Canyon": Green Canyon Pipe Line Company, L.P. a Delaware limited partnership.

"Guarantee Obligation": as to any Person (the "guaranteeing person"), any obligation of (a) the guaranteeing person or (b) another Person (including, without limitation, any bank under any letter of credit) to induce the creation of which the guaranteeing person has issued a reimbursement, counterindemnity or similar obligation, in either case guaranteeing or in effect guaranteeing any Indebtedness, leases, dividends or other obligations (the "primary obligations") of any other third Person (the "primary obligor") in any manner, whether directly or indirectly, including, without limitation, any obligation of the guaranteeing person, whether or not contingent, (i) to purchase any such primary obligation or any property constituting direct or indirect security therefor, (ii) to advance or supply funds (1) for the purchase or payment of any such primary obligation or (2) to maintain working capital or equity capital of the primary obligor or otherwise to maintain the net worth or solvency of the primary obligor, (iii) to purchase property, securities or services primarily for the purpose of assuring the owner of any such primary obligation of the ability of the primary obligor to make payment of such primary obligation or (iv) otherwise to assure or hold harmless the owner of any such primary obligation against loss in respect thereof; provided, however, that the term Guarantee Obligation shall not include endorsements of instruments for deposit or collection in the ordinary course of business. The amount of any Guarantee Obligation of any guaranteeing person shall be deemed to be the

lower of (a) an amount equal to the stated or determinable amount of the primary obligation in respect of which such Guarantee Obligation is made and (b) the maximum amount for which such guaranteeing person may be liable pursuant to the terms of the instrument embodying such Guarantee Obligation, unless such primary obligation and the maximum amount for which such guaranteeing person may be liable are not stated or determinable, in which case the amount of such Guarantee Obligation shall be such guaranteeing person's maximum reasonably anticipated liability in respect thereof as determined by the Borrower in good faith.

"Guarantees": collectively, the EPEPC Guarantee and the Subsidiaries Guarantee.

"Hattiesburg Sales": Hattiesburg Industrial Gas Sales Company, L.L.C., a Delaware limited liability company.

"Hattiesburg Storage": Hattiesburg Gas Storage Company, a Delaware general partnership.

"Hazardous Materials": any hazardous materials, hazardous wastes, hazardous constituents, hazardous or toxic substances, petroleum products (including crude oil or any fraction thereof), defined or regulated as such in or under any Environmental Law.

"Hedge Agreements": all interest rate swaps, caps or collar agreements or similar arrangements dealing with interest rates or currency exchange rates or the exchange of nominal interest obligations, either generally or under specific contingencies.

"Indebtedness": of any Person at any date, (a) all indebtedness of such Person for borrowed money or for the deferred purchase price of property or services (other than current trade liabilities incurred in the ordinary course of business and payable in accordance with customary practices and which in any event are no more than 120 days past due or, if more than 120 days past due, are being contested in good faith and adequate reserves with respect thereto have been made on the books, of such Person), (b) any other indebtedness of such Person which is evidenced by a note, bond, debenture or similar instrument, (c) all obligations of such Person under Capital Leases, (d) all obligations of such Person in respect of outstanding letters of credit (other than commercial letters of credit with an initial maturity date of less than 90 days), acceptances and similar obligations issued or created for the account of such Person, (e) all liabilities secured by any Lien on any property owned by such Person even though such Person has not assumed or otherwise become liable for the payment thereof and (f) for purposes of the covenants set forth in Section 8.1, the net obligations of such Person under Hedge Agreements.

"Insolvency": with respect to any Multiemployer Plan, the condition that such Plan is insolvent within the meaning of Section 4245 of ERISA.

"Insolvent": pertaining to a condition of Insolvency.

"Intercreditor Agreement": the Intercreditor Agreement dated as of June 30, 2000, regarding the pari passu Liens on the Collateral described in subsection 8.3(i), as amended, modified and supplemented from time to time.



"Interest Payment Date": (a) as to any Alternate Base Rate Loan, the last day of each March, June, September and December, commencing June 30, 2001, (b) as to any Eurodollar Loan having an Interest Period of three months or less, the last day of such Interest Period, and (c) as to any Eurodollar Loan having an Interest Period longer than three months, each day which is three months or a whole multiple thereof, after the first day of such Interest Period and the last day of such Interest Period.

"Interest Period": with respect to any Eurodollar Loan:

(a) initially, the period commencing on the borrowing or conversion date, as the case may be, with respect to such Eurodollar Loan and ending one, two, three or six months thereafter, as selected by the Borrower in its notice of borrowing or notice of conversion, as the case may be, given with respect thereto; and

(b) thereafter, each period commencing on the last day of the next preceding Interest Period applicable to such Eurodollar Loan and ending one, two, three or six months thereafter, as selected by the Borrower by irrevocable notice to the Administrative Agent not less than three Working Days prior to the last day of the then current Interest Period with respect thereto;

provided that, all of the foregoing provisions relating to Interest Periods are subject to the following:

(1) if any Interest Period pertaining to a Eurodollar Loan would otherwise end on a day that is not a Working Day, such Interest Period shall be extended to the next succeeding Working Day unless the result of such extension would be to carry such Interest Period into another calendar month in which event such Interest Period shall end on the immediately preceding Working Day;

(2) any Interest Period that would otherwise extend beyond the Revolving Credit Termination Date shall end on the Revolving Credit Termination Date;

(3) any Interest Period pertaining to a Eurodollar Loan that begins on the last Working Day of a calendar month (or on a day for which there is no numerically corresponding day in the calendar month at the end of such Interest Period) shall end on the last Working Day of a calendar month; and

(4) the Borrower shall select Interest Periods so as not to require a payment or prepayment of any Eurodollar Loan during an Interest Period for such Revolving Credit Loan.

"Issuing Bank": Chase, in its capacity as issuer of any Letter of Credit.

"Joint Venture": any Person in which the Borrower and/or its Subsidiaries hold more than 5% but less than a majority of the equity interests, and which does not constitute a Subsidiary of the Borrower, whether direct or indirect; provided that each of Deepwater Holdings, L.L.C., a Delaware limited liability company, and its respective Subsidiaries shall be deemed to be a Joint Venture for purposes of the Loan Documents unless any such Person

becomes a Subsidiary in accordance with the definition thereof and the Borrower designates such Person as a Subsidiary.

"Joint Venture Charter": with respect to each Joint Venture, the partnership agreement, certificate of incorporation, by-laws, limited liability company agreement or other constitutive documents of such Joint Venture, as each of the same may be further amended, supplemented or otherwise modified in accordance with Section 8.9.

"L/C Commitment Amount": \$25,000,000.

"L/C Commitment Percentage": as to any L/C Participant at any time, the percentage determined under paragraph (a) of the definition of "Commitment Percentage" in this Section 1.1.

"L/C Obligations": at any time, an amount equal to the sum of (a) the aggregate then undrawn and unexpired amount of the Letters of Credit and (b) the aggregate amount of drawings under the Letters of Credit which have not then been reimbursed pursuant to subsection 3.5(a).

"L/C Participants": the collective reference to all Lenders with Revolving Credit Commitments (other than the Issuing Bank).

"Lenders": as defined in the preamble to this Agreement.

"Letters of Credit": as defined in subsection 3.1(a).

"Leverage Ratio": as defined in the definition of "Applicable Margin".

"Lien": any mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), charge or other security interest or any preference, priority, preferential arrangement or other security agreement of any kind or nature whatsoever (including, without limitation, any conditional sale or other title retention agreement and any Capital Lease having substantially the same economic effect as any of the foregoing).

"Loan Documents": this Agreement, the Revolving Credit Notes, the Guarantees, the Security Documents and the Applications.

"Loan Parties": the Borrower, the Co-Borrower, EPEPC, the Subsidiary Guarantors and each other Affiliate of the Borrower or EPEPC that from time to time is party to a Loan Document.

"Management Agreement": (i) the First Amended and Restated Management Agreement, dated as of June 27, 1994, between DeepTech International Inc. and the General Partner, as amended and in effect on the Closing Date, and as further amended, modified or supplemented from time to time in accordance with Section 8.9, or (ii) any other agreement or arrangement, reasonably acceptable to the Administrative Agent, providing management, administrative, operational and other functions to the Borrower adequate to allow the Borrower to conduct operations consistent with prior practices.

"Manta Ray": Manta Ray Gathering Company, L.L.C., a Delaware limited liability company.

"Material Adverse Effect": a material adverse effect on (a) the business, operations, property, condition (financial or otherwise) or prospects of the Borrower and its Restricted Subsidiaries taken as a whole, (b) the ability of any Loan Party to perform its obligations under this Agreement or any of the Revolving Credit Notes or any of the other Loan Documents or (c) the validity or enforceability of this Agreement or any of the Revolving Credit Notes or any of the other Loan Documents or the rights or remedies of the Administrative Agent or the Lenders hereunder or thereunder.

"Material Environmental Amount": an amount payable by the Borrower and/or its Subsidiaries in excess of \$5,000,000 for remedial costs, compliance costs, compensatory damages, punitive damages, fines, penalties or any combination thereof.

"Materials of Environmental Concern": any gasoline or petroleum (including crude oil or any fraction thereof) or petroleum products or any hazardous or toxic substances, materials or wastes, defined or regulated as such in or under any Environmental Law, including, without limitation, asbestos, polychlorinated biphenyls and urea-formaldehyde insulation.

"Multiemployer Plan": a Plan which is a multiemployer plan as defined in Section 4001(a)(3) of ERISA.

"Net Equity Proceeds": 100% of the cash or non-cash proceeds from the issuance or sale by the Borrower or any of its Restricted Subsidiaries of any equity securities, net of all reasonable out-of-pocket fees (including investment banking fees), commissions, costs and other reasonable out-of-pocket expenses incurred in connection with such issuance or sale. For purposes of calculating "Net Equity Proceeds", fees, commissions and other costs and expenses payable to the Borrower or any of its Affiliates shall be disregarded.

"Non-Recourse Obligations": Indebtedness, Guarantee Obligations and other obligations of any type (a) as to which neither the Borrower nor any Restricted Subsidiary (i) is obligated to provide credit support in any form, or (ii) is directly or indirectly liable, and (b) no default with respect to which (including any rights which the holders thereof may have to take enforcement action against an Unrestricted Subsidiary) would permit (upon notice, lapse of time or both) any holder of any Indebtedness or Guarantee Obligation of the Borrower or any Restricted Subsidiary to declare a default on such Indebtedness or Guarantee Obligation of the Borrower or any Restricted Subsidiary or cause the payment of any such Indebtedness to be accelerated or payable prior to its stated maturity or cause any such Guarantee Obligation to become payable, in the case of (a) and (b) above, except for clawbacks and other Guarantee Obligations permitted under subsections 8.4(e), (f) and (g).

"Obligations": the unpaid principal of and interest on (including interest accruing after the maturity of the Loans and reimbursement obligations in respect of Letters of Credit and interest accruing after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding, relating to the Borrower, whether or not a claim for post-filing or post-petition interest is allowed in such proceeding) the Loans and all other

obligations and liabilities of the Borrower to the Administrative Agent or to any Lender (or, in the case of Hedge Agreements, any affiliate of any Lender), whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred, which may arise under, out of, or in connection with, this Agreement, any other Loan Document, the Letters of Credit, any Hedge Agreement entered into with any Lender or any affiliate of any Lender or any other document made, delivered or given in connection herewith or therewith, whether on account of principal, interest, reimbursement obligations, fees, indemnities, costs, expenses (including all fees, charges and disbursements of counsel to the Administrative Agent or to any Lender that are required to be paid by the Borrower pursuant hereto) or otherwise.

"Participants": as defined in subsection 11.6(b).

"Partnership Agreement": the Second Amended and Restated Agreement of Limited Partnership of the Borrower among the partners of the Borrower effective as of August 31, 2000 and as in effect on the Closing Date, as amended, modified and supplemented from time to time in accordance with Section 8.9.

"PBGC": the Pension Benefit Guaranty Corporation established pursuant to Subtitle A of Title IV of ERISA.

"Person": an individual, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, Governmental Authority or other entity of whatever nature.

"Petal Gas Storage: Petal Gas Storage, L.L.C., a Delaware limited liability company.

"Petal Gas Storage Facilities" the salt-dome gas storage facilities located in Hattiesburg, Mississippi.

"Petroleum": oil, gas and other liquid or gaseous hydrocarbons, including, without limitation, all liquefiable hydrocarbons and other products which may be extracted from gas and gas condensate by the processing thereof in a gas processing plant.

"Plan": at a particular time, any employee benefit plan which is covered by ERISA and in respect of which the Borrower or a Commonly Controlled Entity is (or, if such plan were terminated at such time, would under Section 4069 of ERISA be deemed to be) an "employer" as defined in Section 3(5) of ERISA.

"Pledge Agreements": collectively, the Borrower Pledge Agreement, the EPEPC Pledge Agreement and any other pledge agreement executed and delivered pursuant to Section 8.17.

"Poseidon": Poseidon Pipeline Company, L.L.C., a Delaware limited liability company.

"Poseidon Venture": Poseidon Oil Pipeline Company, L.L.C., a Delaware limited liability company.

"Preference Unit": a partnership interest in the Borrower representing a fractional part of the partnership interests of all limited partners of the Borrower and having the rights and obligations specified with respect to Preference Units in the Partnership Agreement.

"Prince Field": the oil and gas property in the Gulf of Mexico known as the "Prince Field" and formerly known as "Sunday Silence Property", including Ewing Bank blocks 958, 959, 1002 and 1003.

"Prince Project": the construction and operation by Argo of a tension leg platform, pipelines, platforms, and related facilities and appurtenances in connection with the development of the Prince Field.

"Properties": the facilities and properties owned, leased or operated by the Borrower or any of its Subsidiaries or any Joint Venture.

"Purchasing Lenders": as defined in subsection 11.6(c).

"Redesignation": any designation of a Restricted Subsidiary as an Unrestricted Subsidiary in accordance with the penultimate sentence of the definition of "Unrestricted Subsidiary"; and any designation of an Unrestricted Subsidiary or a Joint Venture as a Restricted Subsidiary in accordance with the last sentence of the definition of "Restricted Subsidiary".

"Regulation U": Regulation U of the Board of Governors of the Federal Reserve System as in effect from time to time.

"Reimbursement Obligation": the obligation of the Borrower to reimburse the Issuing Bank pursuant to subsection 3.5(a) for amounts drawn under the Letters of Credit.

"Reorganization": with respect to any Multiemployer Plan, the condition that such plan is in reorganization within the meaning of Section 4241 of ERISA.

"Reportable Event": any of the events set forth in Section 4043(b) of ERISA, other than those events as to which the thirty day notice period is waived under subsections .13, .14, .16, .18, .19 or .20 of PBGC Reg. Section 2615.

"Required Lenders": at any time, the holders of at least 51% of the aggregate Revolving Credit Commitments then in effect (or, if the Revolving Credit Commitments have been terminated, the holders of at least 51% of the Aggregate Outstanding Revolving Credit Extensions of Credit of all Lenders).

"Requirement of Law": as to any Person, the Certificate of Incorporation and By-Laws or other organizational or governing documents of such Person, and any law, treaty, rule or regulation or determination of an arbitrator or a court or other Governmental Authority, in each case applicable to or binding upon such Person or any of its property or to which such Person or any of its property is subject.

"Responsible Officer": the Chief Executive Officer, the Chief Operating Officer, the President, the Chief Financial Officer, the Treasurer or any vice president of the General Partner or the Borrower.

"Restricted Payment": as defined in Section 8.7.

"Restricted Subsidiary": any Subsidiary of the Borrower other than an Unrestricted Subsidiary. Subject to the right to redesignate certain Restricted Subsidiaries as Unrestricted Subsidiaries in accordance with the definition of "Unrestricted Subsidiary", all of the Subsidiaries of the Borrower as of the date hereof other than the Argo Unrestricted Subsidiaries are Restricted Subsidiaries. Notwithstanding the foregoing, any Subsidiary which guarantees the Senior Subordinated Notes shall be a Restricted Subsidiary. Any Subsidiary designated as an Unrestricted Subsidiary may be redesignated as a Restricted Subsidiary with the consent of the Required Lenders as long as, after giving effect thereto, no Default or Event of Default has occurred and is continuing and the Borrower would be in pro forma compliance with the covenants set forth in Section 8.1 after giving effect thereto.

"Revolving Credit Commitment": as to any Lender, the obligation of such Lender to make Revolving Credit Loans to and/or issue or participate in Letters of Credit issued on behalf of the Borrower hereunder in an aggregate principal and/or face amount at any one time outstanding not to exceed the amount set forth opposite such Lender's name on Schedule I under the heading "Revolving Credit Commitment" or in any assignment and acceptance pursuant to which such Lender becomes a party hereto, as such amount may be reduced from time to time in accordance with the provisions of this Agreement.

"Revolving Credit Commitment Period": the period from and including the date hereof to but not including the Revolving Credit Termination Date or such earlier date on which the Revolving Credit Commitments shall terminate as provided herein.

"Revolving Credit Loans": as defined in Section 2.1.

"Revolving Credit Note": as defined in subsection 2.2(e).

"Revolving Credit Termination Date": the third anniversary of the Closing Date, as such termination date may from time to time be extended pursuant to Section 2.7, and any other date on which the Revolving Credit Commitments are terminated.

"Security Agreements": collectively, the Borrower Security Agreement, the EPEPC Security Agreement and the Subsidiary Security Agreement.

"Security Documents": collectively, the Pledge Agreements and the Security Agreements.

"Senior Subordinated Note Indentures": means (i) the Indenture dated as of May 27, 1999 among the Borrower, the Co-Borrower and certain of their respective Subsidiaries pursuant to which the 10-3/8% Senior Subordinated Notes due 2009 were issued, and (ii) the Indenture dated as of May 17, 2001 among the Borrower, the Co-Borrower and certain of their respective Subsidiaries pursuant to which the 8 1/2% Senior Subordinated Notes due 2011 were issued,

each together with all instruments and other agreements entered into by the Borrower, the Co-Borrower or such Subsidiaries in connection therewith, as each may be amended, supplemented or otherwise modified from time to time in accordance with Section 8.9.

"Senior Subordinated Notes": means, collectively, (i) the 10-3/8% Senior Subordinated Notes due 2009 and (ii) the 8 1/2% Senior Subordinated Notes due 2011, of the Borrower and the Co-Borrower issued pursuant to the Senior Subordinated Note Indentures.

"Single Employer Plan": any Plan which is covered by Title IV of ERISA, but which is not a Multiemployer Plan.

"Subject Properties": the Properties containing Petroleum in which Borrower or any Restricted Subsidiary owns an interest, including, but not limited to, those known as Viosca Knoll 817, Garden Banks 72 and Garden Banks 117 in the Gulf of Mexico.

"Subsidiaries Guarantee": the Amended and Restated Subsidiaries Guarantee made by the Subsidiary Guarantors in favor of the Administrative Agent, for the benefit of the Lenders, substantially in the form of Exhibit J hereto, as the same may be amended, supplemented or otherwise modified from time to time.

"Subsidiary": as to any Person, a corporation, partnership or other entity of which shares of stock or other ownership interests having ordinary voting power (other than stock or such other ownership interests having such power only by reason of the happening of a contingency) to elect a majority of the board of directors or other managers of such corporation, partnership or other entity are at the time owned, or the management of which is otherwise controlled, directly or indirectly through one or more intermediaries, or both, by such Person. Unless otherwise qualified, all references to a "Subsidiary" or to "Subsidiaries" in this Agreement shall refer to a Subsidiary or Subsidiaries of the Borrower.

"Subsidiary Guarantors": collectively, Argo II, Crystal Holding, Crystal Trading, Delos, EP Deepwater, EP Operating, EP Transport, Ewing Bank, First Reserve, Flextrend, Green Canyon, Hattiesburg Sales, Hattiesburg Storage, Manta Ray, Petal Gas Storage, Poseidon, Viosca Knoll, VK Deepwater, VK Main Pass, each other Restricted Subsidiary and any other Subsidiary of the Borrower which, from time to time, may become party to the Subsidiaries Guarantee. Notwithstanding anything to the contrary in the Loan Documents, El Paso Energy Partners Finance Corporation shall be the Co-Borrower and not a Subsidiary Guarantor.

"Subsidiary Security Agreement": the Security Agreement made by each of the Subsidiary Guarantors (including any security agreement executed and delivered pursuant to Section 8.17) in favor of the Administrative Agent for the benefit of the Lenders, substantially in the form of Exhibit K hereto, as the same may be amended, supplemented or otherwise modified from time to time.

"Tranche": the collective reference to Eurodollar Loans the Interest Periods with respect to all of which begin on the same date and end on the same later date (whether or not such Revolving Credit Loans shall originally have been made on the same day).

"Transferee": as defined in subsection 11.6(f).

"Type": as to any Revolving Credit Loan, its nature as an Alternate Base Rate Loan or a Eurodollar Loan.

"Uniform Customs": the Uniform Customs and Practice for Documentary Credits (1993 Revision), International Chamber of Commerce Publication No. 500, as the same may be amended from time to time.

"Unit": a Common Unit, a Preference Unit, or any other partnership interest of a limited partner of the Borrower representing a fractional part of the partnership interests of all limited partners of the Borrower.

"Unrestricted Subsidiary": any Subsidiary of the Borrower (a) which becomes a Subsidiary of the Borrower after the date hereof and, at the time it becomes a Subsidiary, is designated as an Unrestricted Subsidiary, in each case pursuant to a written notice from the Borrower to the Administrative Agent, (b) which has not acquired any assets (other than cash made available pursuant to this Agreement or as permitted by subsection 8.8(h) for the Argo Unrestricted Subsidiaries) from the Borrower or any Restricted Subsidiary, (c) which has no Indebtedness, Guarantee Obligations or other obligations other than Non-Recourse Obligations and (d) which has not guaranteed the Senior Subordinated Notes. Any Subsidiary designated as a Restricted Subsidiary may be redesignated as an Unrestricted Subsidiary with the consent of the Required Lenders as long as, after giving effect thereto, no Default or Event of Default has occurred and is continuing and the Borrower would be in pro forma compliance with the financial covenants in Section 8.1 after giving effect thereto. Notwithstanding the foregoing, the Argo Unrestricted Subsidiaries shall be deemed to be Unrestricted Subsidiaries unless redesignated as Restricted Subsidiaries in accordance with this Agreement.

"Viosca Knoll": Viosca Knoll Gathering Company, a Delaware joint venture.

"VK Deepwater": VK Deepwater Gathering Company, L.L.C., a Delaware limited liability company.

"VK Main Pass": VK-Main Pass Gathering Company, L.L.C., a Delaware limited liability company.

"Working Day": any Business Day on which dealings in foreign currencies and exchange between banks may be carried on in London, England.

#### Section 1.2 Other Definitional Provisions.

(a) Unless otherwise specified therein, all terms defined in this Agreement shall have the defined meanings when used in the Revolving Credit Notes or any certificate or other document made or delivered pursuant hereto.

(b) As used herein and in the Revolving Credit Notes, and any certificate or other document made or delivered pursuant hereto, accounting terms relating to the Borrower and its Subsidiaries not defined in Section 1.1 and accounting terms partly defined in Section 1.1, to the extent not defined, shall have the respective meanings given to them under GAAP.



(c) The words "hereof", "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and Section, Article, subsection, Schedule and Exhibit references are to this Agreement unless otherwise specified.

(d) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

ARTICLE II  
AMOUNT AND TERMS OF REVOLVING CREDIT COMMITMENTS

Section 2.1 Revolving Credit Commitments.

(a) Subject to the terms and conditions hereof, each Lender severally agrees to make revolving credit loans ("Revolving Credit Loans") to the Borrower from time to time during the Revolving Credit Commitment Period in an aggregate principal amount at any one time outstanding which, when added to such Lender's Commitment Percentage of the then outstanding L/C Obligations, does not exceed the amount of such Lender's Revolving Credit Commitment, provided that no such Revolving Credit Loan shall be made if, after giving effect thereto, Section 2.4 would be contravened. During the Revolving Credit Commitment Period the Borrower may use the Revolving Credit Commitments by borrowing, prepaying the Revolving Credit Loans in whole or in part, and reborrowing, all in accordance with the terms and conditions hereof.

(b) The Revolving Credit Loans may from time to time be (i) Eurodollar Loans, (ii) Alternate Base Rate Loans or (iii) a combination thereof, as determined by the Borrower and notified to the Administrative Agent in accordance with Sections 2.3 and 4.2, provided that no Revolving Credit Loan shall be made as a Eurodollar Loan after the day that is one month prior to the Revolving Credit Termination Date.

(c) The revolving credit loans outstanding on the Closing Date under the Existing Credit Agreement shall continue to be outstanding and shall be continued Revolving Credit Loans under this Agreement.

Section 2.2 Repayment of Loans; Evidence of Debt.

(a) The Borrower hereby unconditionally promises to pay to the Administrative Agent for the account of each Lender the then unpaid principal amount of each Revolving Credit Loan on the Revolving Credit Termination Date.

(b) Each Lender shall maintain in accordance with its usual practice an account or accounts evidencing the indebtedness of the Borrower to such Lender resulting from each Revolving Credit Loan made by such Lender, including the amounts of principal and interest payable and paid to such Lender from time to time hereunder.

(c) The Administrative Agent shall maintain accounts in which it shall record (i) the amount of each Revolving Credit Loan made hereunder, the Type thereof and the Interest Period applicable thereto, (ii) the amount of any principal or interest due and payable or to

become due and payable from the Borrower to each Lender hereunder and (iii) the amount of any sum received by the Administrative Agent hereunder for the account of the Lenders and each Lender's share thereof.

(d) The entries made in the accounts maintained pursuant to paragraph (b) or (c) of this Section 2.2 shall be prima facie evidence of the existence and amounts of the obligations recorded therein; provided that the failure of any Lender or the Administrative Agent to maintain such accounts or any error therein shall not in any manner affect the obligation of the Borrower to repay the Revolving Credit Loans in accordance with the terms of this Agreement.

(e) Any Lender may request that Revolving Credit Loans made by it be evidenced by a promissory note. In such event, the Borrower shall prepare, execute and deliver to such Lender a promissory note substantially in the form of Exhibit A hereto (a "Revolving Credit Note") payable to the order of such Lender (or, if requested by such Lender, to such Lender and its registered assigns). Thereafter, the Revolving Credit Loans evidenced by such promissory note and interest thereon shall at all times (including after assignment pursuant to Section 11.6) be represented by one or more promissory notes in such form payable to the order of the payee named therein (or, if such promissory note is a registered note, to such payee and its registered assigns).

Section 2.3 Procedure for Revolving Credit Borrowing. The Borrower may borrow under the Revolving Credit Commitments during the Revolving Credit Commitment Period on any Working Day, if all or any part of the requested Revolving Credit Loans are to be initially Eurodollar Loans, or on any Business Day, otherwise, provided that the Borrower shall give the Administrative Agent irrevocable notice (which notice must be received by the Administrative Agent prior to 10:00 A.M., New York City time, (a) three Working Days prior to the requested Borrowing Date, if all or any part of the requested Revolving Credit Loans are to be initially Eurodollar Loans, or (b) one Business Day prior to the requested Borrowing Date, otherwise), specifying (i) the amount to be borrowed, (ii) the requested Borrowing Date, (iii) whether the borrowing is to be of Eurodollar Loans, Alternate Base Rate Loans or a combination thereof, and (iv) if the borrowing is to be entirely or partly of Eurodollar Loans, the respective amounts of such Type of Revolving Credit Loan and the respective lengths of the initial Interest Periods therefor. Each borrowing under the Revolving Credit Commitments shall be in an amount equal to (x) in the case of Alternate Base Rate Loans, \$500,000 or a whole multiple thereof (or, if the then Available Revolving Credit Commitments are less than \$500,000, such lesser amount) and (y) in the case of Eurodollar Loans, \$1,000,000 or a whole multiple of \$100,000 in excess thereof. Upon receipt of any such notice from the Borrower, the Administrative Agent shall promptly notify each Lender thereof. Each Lender will make the amount of its pro rata share of each borrowing available to the Administrative Agent for the account of the Borrower at the office of the Administrative Agent specified in Section 11.2 prior to 11:00 A.M., New York City time, on the Borrowing Date requested by the Borrower in funds immediately available to the Administrative Agent. Such borrowing will then be made available to the Borrower by the Administrative Agent crediting the account of the Borrower on the books of such office with the aggregate of the amounts made available to the Administrative Agent by the Lenders and in like funds as received by the Administrative Agent.

Section 2.4 Limitations on Revolving Credit Loans. No requested Revolving Credit Loan shall be made if the sum of the Aggregate Outstanding Revolving Credit Extensions of Credit (after giving effect to such requested Revolving Credit Loan) would exceed the then aggregate Revolving Credit Commitments.

Section 2.5 Commitment Fee(a) . The Borrower agrees to pay to the Administrative Agent for the account of each Lender a commitment fee for the period from and including the date hereof to the Revolving Credit Termination Date, computed at the rate per annum equal to the then Applicable Margin for the Commitment Fee as set forth under the column heading "Applicable Margin for the Commitment Fee" of Annex I on the average daily amount of the Available Revolving Credit Commitment of such Lender, during the period for which payment is made, payable quarterly in arrears on the last day of each March, June, September and December, commencing June 30, 2001, and on the Revolving Credit Termination Date or such earlier date as the Revolving Credit Commitments shall terminate as provided herein, commencing on the first of such dates to occur after the date hereof.

Section 2.6 Termination or Reduction of Revolving Credit Commitments.

(a) The Borrower shall have the right, upon not less than five Business Days' notice to the Administrative Agent, to terminate the Revolving Credit Commitments or, from time to time, to reduce the amount of the Revolving Credit Commitments, provided that no such termination or reduction shall be permitted if, after giving effect thereto and to any prepayments of the Revolving Credit Loans made on the effective date thereof, the aggregate principal amount of the Revolving Credit Loans then outstanding, when added to the then outstanding L/C Obligations, would exceed the Revolving Credit Commitments then in effect. Any such reduction shall be in an amount equal to \$5,000,000 or a whole multiple thereof.

(b) Any reduction of Revolving Credit Commitments pursuant to subsection 2.6(a) above or 4.1(b) shall reduce permanently the Revolving Credit Commitments then in effect.

Section 2.7 Extensions of Revolving Credit Termination Date. The Borrower may, by irrevocable written notice to the Administrative Agent received no later than 120 days prior to the Revolving Credit Termination Date then in effect, request the Lenders to extend such Revolving Credit Termination Date to the date 364 days following such then scheduled Revolving Credit Termination Date. Upon receipt of any such notice, the Administrative Agent shall promptly notify each Lender thereof. Each Lender may consent or refuse to consent to such change, in its sole discretion, at any time on or prior to the date which is 60 days prior to the Revolving Credit Termination Date then in effect. Upon the receipt by the Administrative Agent of the written consent of each of the Lenders to such change in the Revolving Credit Termination Date on or prior to 2:00 p.m., New York time, on the date which is 60 days prior to the Revolving Credit Termination Date then in effect, the Revolving Credit Termination Date shall be changed to such subsequent date 364 days following the Revolving Credit Termination Date then in effect, and the term "Revolving Credit Termination Date" for all purposes of this Agreement and the other Loan Documents shall thereupon be deemed to refer to such subsequent date. Any failure of a Lender to provide any such consent shall be deemed to be a refusal to consent to such change.

ARTICLE III  
LETTERS OF CREDIT

Section 3.1 Issuance of Letters of Credit.

(a) Subject to the terms and conditions hereof, the Issuing Bank, in reliance on the agreements of the other Lenders set forth in subsection 3.3(a), agrees to issue letters of credit (the "Letters of Credit") for the account of the Borrower on any Business Day during the Revolving Credit Commitment Period in such form as may be approved from time to time by the Issuing Bank; provided that the Issuing Bank shall have no obligation to issue any Letter of Credit if, after giving effect to such issuance, (1) the L/C Obligations would exceed the L/C Commitment or (2) the Available Revolving Credit Commitment would be less than zero or (3) the Aggregate Outstanding Revolving Credit Extensions of Credit would exceed the then aggregate Revolving Credit Commitments.

(b) Each Letter of Credit shall:

(i) be denominated in Dollars and shall be either (A) a standby letter of credit issued to support obligations of the Borrower or any Restricted Subsidiary, contingent or otherwise, in connection with the working capital and business needs of the Borrower or such Restricted Subsidiary, as the case may be, in the ordinary course of business, or (B) a commercial letter of credit issued in respect of the purchase of goods or services by the Borrower or any Restricted Subsidiary in the ordinary course of business; and

(ii) expire no later than the earlier of (A) one year after the date of issuance or renewal thereof in accordance with the term of such Letter of Credit; provided that any Letter of Credit with an expiry date occurring one year after its issuance may be renewed for additional one-year periods and (B) five Business Days prior to the Revolving Credit Termination Date.

(c) Each Letter of Credit shall be subject to the Uniform Customs and, to the extent not inconsistent therewith, the laws of the State of New York.

(d) The Issuing Bank shall not at any time be obligated to issue any Letter of Credit hereunder if such issuance would conflict with, or cause the Issuing Bank or any L/C Participant to exceed any limits imposed by, any applicable Requirement of Law.

(e) Letters of Credit issued under the Existing Credit Agreement which are outstanding on the Closing Date shall be deemed to be Letters of Credit issued under this Agreement on the Closing Date.

Section 3.2 Procedure for Issuance of Letters of Credit. The Borrower may from time to time request that the Issuing Bank issue a Letter of Credit by delivering to the Issuing Bank at its address for notices specified herein an Application therefor, completed to the satisfaction of the Issuing Bank, and such other certificates, documents and other papers and information as the Issuing Bank may reasonably request. Upon receipt of any Application, the Issuing Bank will process such Application and the certificates, documents and other papers and information delivered to it in connection therewith in accordance with its customary procedures and shall

promptly issue the Letter of Credit requested thereby (but in no event shall the Issuing Bank be required to issue any Letter of Credit earlier than three Business Days after its receipt of the Application therefor and all such other certificates, documents and other papers and information relating thereto) by issuing the original of such Letter of Credit to the beneficiary thereof or as otherwise may be agreed by the Issuing Bank and the Borrower. The Issuing Bank shall furnish a copy of such Letter of Credit to the Borrower promptly following the issuance thereof.

Section 3.3 Participations and Payments in Respect of the Letters of Credit.

(a) The Issuing Bank irrevocably agrees to grant and hereby grants to each L/C Participant, and, to induce the Issuing Bank to issue Letters of Credit hereunder, each L/C Participant irrevocably agrees to accept and purchase and hereby accepts and purchases from the Issuing Bank, on the terms and conditions hereinafter stated, for such L/C Participant's own account and risk an undivided interest equal to such L/C Participant's L/C Commitment Percentage in the Issuing Bank's obligations and rights under each Letter of Credit issued hereunder and the amount of each draft paid by the Issuing Bank thereunder.

(b) Each L/C Participant unconditionally and irrevocably agrees with the Issuing Bank that, if a draft is paid under any Letter of Credit for which the Issuing Bank is not reimbursed on the day of such payment in full by the Borrower in immediately available funds, such Lender shall pay to the Issuing Bank upon demand at the Issuing Bank's address for notices specified herein an amount equal to such L/C Participant's L/C Commitment Percentage of the amount of such draft, or any part thereof, which is not so reimbursed. Each L/C Participant's obligation to make each such payment to the Issuing Bank, and the Issuing Bank's right to receive the same, are absolute and unconditional and shall not be affected by any circumstance whatsoever, including, without limiting the effect of the foregoing, the occurrence or continuance of a Default or Event of Default or the failure of any other L/C Participant to make any payment under this Section 3.3, and each L/C Participant further agrees that each such payment shall be made without any offset, abatement, withholding or reduction whatsoever. Each L/C Participant shall indemnify and hold harmless the Issuing Bank from and against any and all losses, liabilities (including, without limitation, liabilities for penalties), actions, suits, judgments, demands, costs and expenses (including reasonable attorneys' fees) resulting from any failure of such L/C Participant to provide, or from any delay in providing, the Issuing Bank with such L/C Participant's L/C Commitment Percentage of such payment in accordance with the provisions of this Section 3.3, but no L/C Participant shall be so liable for any such failure on the part of any other L/C Participant.

(c) If any amount required to be paid by any L/C Participant to the Issuing Bank pursuant to subsection 3.3(a) in respect of any unreimbursed portion of any payment made by the Issuing Bank under any Letter of Credit is paid to the Issuing Bank within two Business Days after the date such payment is due, such L/C Participant shall pay to the Issuing Bank on demand an amount equal to the product of (i) such amount, times (ii) the daily average Federal funds rate, as quoted by the Issuing Bank, during the period from and including the date such payment is required to the date on which such payment is immediately available to the Issuing Bank, times (iii) a fraction the numerator of which is the number of days that elapse during such period and the denominator of which is 360. If any such amount required to be paid by any L/C Participant pursuant to subsection 3.3(a) is not in fact made available to the Issuing Bank by such

L/C Participant within two Business Days after the date such payment is due, the Issuing Bank shall be entitled to recover from such L/C Participant, on demand, such amount with interest thereon calculated from such due date at the rate per annum applicable to Alternate Base Rate Loans hereunder. A certificate of the Issuing Bank submitted to any L/C Participant with respect to any amounts owing under this Section 3.3 shall be conclusive in the absence of manifest error.

(d) Whenever, at any time after the Issuing Bank has made payment under any Letter of Credit and has received from any L/C Participant its pro rata share of such payment in accordance with subsection 3.3(a), the Issuing Bank receives any payment related to such Letter of Credit (whether directly from the Borrower or otherwise, including proceeds of collateral applied thereto by the Issuing Bank), or any payment of interest on account thereof, the Issuing Bank will distribute to such L/C Participant its pro rata share thereof; provided, however, that in the event that any such payment received by the Issuing Bank shall be required to be returned by the Issuing Bank, such L/C Participant shall return to the Issuing Bank the portion thereof previously distributed by the Issuing Bank to it.

#### Section 3.4 Fees, Commissions and Other Charges.

(a) The Borrower shall pay to the Administrative Agent, for the account of the Issuing Bank, a fronting fee with respect to each Letter of Credit for the period from and including the date of issuance thereof to but not including the Expiry Date thereof, computed at the rate of 1/8 of 1% per annum on the average daily amount of the undrawn and unexpired amount of such Letter of Credit. Such fronting fee shall be payable quarterly in advance on the date of issuance of each Letter of Credit and on the last day of each March, June, September and December thereafter, commencing June 30, 2001. Such fee shall be nonrefundable.

(b) The Borrower shall pay to the Administrative Agent, for the account of the Issuing Bank and the L/C Participants, a letter of credit commission with respect to each Letter of Credit for the period from and including the date of issuance thereof to but not including the Expiry Date thereof, computed at the rate of the then Applicable Margin for Eurodollar Loans per annum on the average daily amount of the undrawn and unexpired amount of such Letter of Credit. Such commission shall be payable to the L/C Participants to be shared ratably among them in accordance with their respective L/C Commitment Percentages. Such commission shall be payable quarterly in advance on the date of issuance of each Letter of Credit and on the last day of each March, June, September and December thereafter, commencing June 30, 2001. Such fee shall be nonrefundable.

(c) In addition to the foregoing fees and commissions, the Borrower shall pay or reimburse the Issuing Bank for such normal and customary costs and expenses as are incurred or charged by the Issuing Bank in issuing, effecting payment under, amending or otherwise administering any Letter of Credit.

(d) The Administrative Agent shall, promptly following its receipt thereof, distribute to the Issuing Bank and the L/C Participants all fees and commissions received by the Administrative Agent for their respective accounts pursuant to this Section 3.4.

(e) The fees and commissions described in the preceding paragraphs (a) and (b) shall be based on a 360 day year. If any amounts in the preceding paragraphs (a) and (b) shall be payable on a day that is not a Working Day, such amount shall be extended to the next succeeding Working Day unless the result of such extension would be to carry such amount into another calendar month in which event such amount shall be payable on the immediately preceding Working Day.

#### Section 3.5 Reimbursement Obligation of the Borrower.

(a) The Borrower agrees to reimburse the Issuing Bank on each date on which the Issuing Bank notifies the Borrower of the date and amount of a draft presented under any Letter of Credit and paid by the Issuing Bank for the amount of (i) such draft so paid and (ii) any taxes, fees, charges or other costs or expenses incurred by the Issuing Bank in connection with such payment. Each such payment shall be made to the Issuing Bank at its address for notices specified herein in lawful money of the United States of America and in immediately available funds.

(b) Unless otherwise notified by the Borrower, each drawing under a Letter of Credit shall constitute a request by the Borrower to the Administrative Agent for a borrowing pursuant to Section 2.3 of Revolving Credit Loans which are Alternate Base Rate Loans in the amount of such drawing, subject to satisfaction of the conditions set forth in Section 6.2. The Borrowing Date with respect to such borrowing shall be the date of such drawing.

(c) Interest shall be payable on any and all amounts remaining unpaid by the Borrower under this Section 3.5 from the date such amounts become payable (whether at stated maturity, by acceleration or otherwise) until payment in full at the rate which would be payable on any outstanding Alternate Base Rate Loans which were then overdue.

#### Section 3.6 Obligations Absolute.

(a) The Borrower's obligations under this Article III shall be absolute and unconditional under any and all circumstances and irrespective of any set-off, counterclaim or defense to payment which the Borrower may have or have had against the Issuing Bank or any beneficiary of any Letter of Credit.

(b) The Borrower also agrees with the Issuing Bank that the Issuing Bank shall not be responsible for, and the Borrower's Reimbursement Obligations under subsection 3.5(a) shall not be affected by, among other things, (i) the validity or genuineness of documents or of any endorsements thereon, even though such documents shall in fact prove to be invalid, fraudulent or forged, or (ii) any dispute between or among the Borrower and any beneficiary of any Letter of Credit or any other party to which such Letter of Credit may be transferred or (iii) any claims whatsoever of the Borrower against any beneficiary of any Letter of Credit or any such transferee.

(c) The Issuing Bank shall not be liable for any error, omission, interruption or delay in transmission, dispatch or delivery of any message or advice, however transmitted, in connection with any Letter of Credit, except for errors or omissions caused by the Issuing Bank's gross negligence or willful misconduct.

(d) The Borrower agrees that any action taken or omitted by the Issuing Bank under or in connection with any Letter of Credit or the related drafts or documents, if done in the absence of gross negligence or willful misconduct and in accordance with the standards of care specified in the Uniform Commercial Code of the State of New York, shall be binding on the Borrower and shall not result in any liability of the Issuing Bank to the Borrower.

Section 3.7 Letter of Credit Payments. If any draft shall be presented for payment under any Letter of Credit, the Issuing Bank shall promptly notify the Borrower of the date and amount thereof. The responsibility of the Issuing Bank to the Borrower in connection with any draft presented for payment under any Letter of Credit shall, in addition to any payment obligation expressly provided for in such Letter of Credit, be limited to determining that the documents (including each draft) delivered under such Letter of Credit in connection with such presentment are in conformity with such Letter of Credit.

Section 3.8 Applications. To the extent that any provision of any Application related to any Letter of Credit is inconsistent with the provisions of this Article III, the provisions of this Article III shall apply.

#### ARTICLE IV GENERAL PROVISIONS FOR LOANS

##### Section 4.1 Optional and Mandatory Prepayments.

(a) The Borrower may on the last day of any Interest Period with respect thereto, in the case of Eurodollar Loans, or at any time and from time to time, in the case of Alternate Base Rate Loans, prepay the Revolving Credit Loans, in whole or in part, without premium or penalty, upon at least four Business Days' irrevocable notice to the Administrative Agent, specifying the date and amount of prepayment and whether the prepayment is of Eurodollar Loans, Alternate Base Rate Loans or a combination thereof, and, if of a combination thereof, the amount allocable to each. Upon receipt of any such notice the Administrative Agent shall promptly notify each Lender thereof. If any such notice is given, the amount specified in such notice shall be due and payable on the date specified therein. Partial prepayments shall be in an aggregate principal amount of \$1,000,000 or a whole multiple thereof.

(b) If on any date (including any date on which a certificate of a Responsible Officer of the Borrower is delivered pursuant to subsection 7.2(b)) the sum of the Aggregate Outstanding Revolving Credit Extensions of Credit then outstanding exceeds the then aggregate Revolving Credit Commitments, then, without notice or demand, the Borrower shall promptly prepay the Revolving Credit Loans in an amount equal to such excess. The Borrower may, subject to the terms and conditions of this Agreement, reborrow the amount of any prepayment made under subsection 4.1(c).

(c) The application of any prepayment pursuant to subsection 4.1(b) shall be made first to Alternate Base Rate Loans and second to Eurodollar Loans. Each prepayment of the Loans under subsection 4.1(b) (other than Alternate Base Rate Loans) shall be accompanied by accrued interest to the date of such prepayment on the amount prepaid.

##### Section 4.2 Conversion and Continuation Options.



(a) The Borrower may elect from time to time to convert Eurodollar Loans to Alternate Base Rate Loans by giving the Administrative Agent at least two Business Days' prior irrevocable notice of such election, provided that any such conversion of Eurodollar Loans may only be made on the last day of an Interest Period with respect thereto. The Borrower may elect from time to time to convert Alternate Base Rate Loans to Eurodollar Loans by giving the Administrative Agent at least three Working Days' prior irrevocable notice of such election. Any such notice of conversion to Eurodollar Loans shall specify the length of the initial Interest Period or Interest Periods therefor. Upon receipt of any such notice the Administrative Agent shall promptly notify each Lender thereof. All or any part of outstanding Eurodollar Loans and Alternate Base Rate Loans may be converted as provided herein, provided that (i) no Revolving Credit Loan may be converted into a Eurodollar Loan when any Default or Event of Default has occurred and is continuing and the Administrative Agent has or the Required Lenders have determined that such a conversion is not appropriate, (ii) any such conversion may only be made if, after giving effect thereto, Section 4.3 shall not have been contravened and (iii) no Revolving Credit Loan may be converted into a Eurodollar Loan after the date that is one month prior to the Revolving Credit Termination Date.

(b) Any Eurodollar Loans may be continued as such upon the expiration of the then current Interest Period with respect thereto by the Borrower giving notice to the Administrative Agent, in accordance with the applicable provisions of the term "Interest Period" set forth in Section 1.1, of the length of the next Interest Period to be applicable to such Revolving Credit Loans, provided that no Eurodollar Loan may be continued as such (i) when any Default or Event of Default has occurred and is continuing and the Administrative Agent has or the Required Lenders have determined that such a continuation is not appropriate, (ii) if, after giving effect thereto, Section 4.3 would be contravened or (iii) after the date that is one month prior to the Revolving Credit Termination Date and provided, further, that if the Borrower shall fail to give any required notice as described above in this paragraph or if such continuation is not permitted pursuant to the preceding proviso such Revolving Credit Loans shall be automatically converted to Alternate Base Rate Loans on the last day of such then expiring Interest Period.

Section 4.3 Minimum Amounts of Tranches. All borrowings, conversions and continuations of Revolving Credit Loans hereunder and all selections of Interest Periods hereunder shall be in such amounts and be made pursuant to such elections so that, after giving effect thereto, (a) the aggregate principal amount of the Revolving Credit Loans comprising each Tranche shall be equal to \$2,000,000 or a whole multiple of \$100,000 in excess thereof, and (b) the number of Tranches then outstanding shall not exceed eight.

#### Section 4.4 Interest Rates and Payment Dates.

(a) Each Eurodollar Loan shall bear interest for each day during each Interest Period with respect thereto at a rate per annum equal to the Eurodollar Rate determined for such day plus the Applicable Margin.

(b) Each Alternate Base Rate Loan shall bear interest at a rate per annum equal to the Alternate Base Rate plus the Applicable Margin.

(c) If all or a portion of (i) the principal amount of any Revolving Credit Loan, (ii) any interest payable thereon or (iii) any commitment fee or other amount payable hereunder shall not be paid when due (whether at the stated maturity, by acceleration or otherwise), such overdue amount shall bear interest at a rate per annum which is the higher of (A) the rate that would otherwise be applicable thereto pursuant to the foregoing provisions of this Section 4.4 plus 2% and (B) the Alternate Base Rate plus 1%, in each case from the date of such non-payment until such amount is paid in full (as well after as before judgment).

(d) Interest shall be payable in arrears on each Interest Payment Date, provided that interest accruing pursuant to paragraph (c) of this Section 4.4 shall be payable from time to time on demand.

#### Section 4.5 Computation of Interest and Fees.

(a) Interest on Alternate Base Rate Loans, commitment fees and interest on overdue interest, commitment fees and other amounts payable hereunder shall be calculated on the basis of a 365- (or 366-, as the case may be) day year for the actual days elapsed. Interest on Eurodollar Loans shall be calculated on the basis of a 360-day year for the actual days elapsed. The Administrative Agent shall as soon as practicable notify the Borrower and the Lenders of each determination of a Eurodollar Rate. Any change in the interest rate on a Loan resulting from a change in the Alternate Base Rate or the Eurocurrency Reserve Requirements shall become effective as of the opening of business on the day on which such change becomes effective. The Administrative Agent shall as soon as practicable notify the Borrower and the Lenders of the effective date and the amount of each such change in interest rate.

(b) Each determination of an interest rate by the Administrative Agent pursuant to any provision of this Agreement shall be conclusive and binding on the Borrower and the Lenders in the absence of manifest error. The Administrative Agent shall, at the request of the Borrower, deliver to the Borrower a statement showing the quotations used by the Administrative Agent in determining any interest rate pursuant to subsection 4.4(a).

#### Section 4.6 Inability to Determine Interest Rate. If prior to the first day of any Interest Period:

(a) the Administrative Agent shall have determined (which determination shall be conclusive and binding upon the Borrower) that, by reason of circumstances affecting the relevant market, adequate and reasonable means do not exist for ascertaining the Eurodollar Rate for such Interest Period, or

(b) the Administrative Agent shall have received notice from the Required Lenders that the Eurodollar Rate determined or to be determined for such Interest Period will not adequately and fairly reflect the cost to such Lenders (as conclusively certified by such Lenders) of making or maintaining their affected Revolving Credit Loans during such Interest Period,

the Administrative Agent shall give telecopy or telephonic notice thereof to the Borrower and the Lenders as soon as practicable thereafter. If such notice is given (x) any Eurodollar Loans requested to be made on the first day of such Interest Period shall be made as Alternate Base Rate Loans, (y) any Revolving Credit Loans that were to have been converted on the first day of

such Interest Period to Eurodollar Loans shall be converted to or continued as Alternate Base Rate Loans and (z) any outstanding Eurodollar Loans shall be converted, on the first day of such Interest Period, to Alternate Base Rate Loans. Until such notice has been withdrawn by the Administrative Agent, no further Eurodollar Loans shall be made or continued as such, nor shall the Borrower have the right to convert Revolving Credit Loans to Eurodollar Loans.

#### Section 4.7 Pro Rata Treatment and Payments.

(a) Each borrowing by the Borrower from the Lenders hereunder, each payment by the Borrower on account of any commitment fee hereunder and any reduction of the Revolving Credit Commitments of the Lenders shall be made pro rata according to the respective Commitment Percentages of the Lenders. Each payment (including each prepayment) by the Borrower on account of principal of and interest on the Revolving Credit Loans shall be made pro rata according to the respective outstanding principal amounts of the Revolving Credit Loans then held by the Lenders. All payments (including prepayments) to be made by the Borrower hereunder and under the Revolving Credit Notes, whether on account of principal, interest, fees or otherwise, shall be made without set off or counterclaim and shall be made prior to 12:00 Noon, New York City time, on the due date thereof to the Administrative Agent, for the account of the Lenders, at the Administrative Agent's office specified in Section 11.2, in Dollars and in immediately available funds. The Administrative Agent shall distribute such payments to the Lenders promptly upon receipt in like funds as received. If any payment hereunder (other than payments on the Eurodollar Loans) becomes due and payable on a day other than a Business Day, such payment shall be extended to the next succeeding Business Day, and, with respect to payments of principal, interest thereon shall be payable at the then applicable rate during such extension and with respect to payments of fees, such fees accruing during such extension shall be payable on the next succeeding Business Day. If any payment on a Eurodollar Loan becomes due and payable on a day other than a Working Day, the maturity thereof shall be extended to the next succeeding Working Day unless the result of such extension would be to extend such payment into another calendar month, in which event such payment shall be made on the immediately preceding Working Day.

(b) Unless the Administrative Agent shall have been notified in writing by any Lender prior to a Borrowing Date that such Lender will not make the amount that would constitute its Commitment Percentage of the borrowing on such date available to the Administrative Agent, the Administrative Agent may assume that such Lender has made such amount available to the Administrative Agent on such Borrowing Date, and the Administrative Agent may, in reliance upon such assumption, make available to the Borrower a corresponding amount. If such amount is made available to the Administrative Agent on a date after such Borrowing Date, such Lender shall pay to the Administrative Agent on demand an amount equal to the product of (i) the daily average Federal Funds Effective Rate during such period, times (ii) the amount of such Lender's Commitment Percentage of such borrowing, times (iii) a fraction the numerator of which is the number of days that elapse from and including such Borrowing Date to the date on which such Lender's Commitment Percentage of such borrowing shall have become immediately available to the Administrative Agent and the denominator of which is 360. A certificate of the Administrative Agent submitted to any Lender with respect to any amounts owing under this Section 4.7 shall be conclusive in the absence of manifest error. If such Lender's Commitment Percentage of such borrowing is not in fact made available to the

Administrative Agent by such Lender within three Business Days of such Borrowing Date, the Administrative Agent shall be entitled to recover such amount with interest thereon at the rate per annum applicable to Alternate Base Rate Loans hereunder, on demand, from the Borrower.

Section 4.8 Illegality. Notwithstanding any other provision herein, if the adoption of or any change in any Requirement of Law or in the interpretation or application thereof shall make it unlawful for any Lender to make or maintain Eurodollar Loans as contemplated by this Agreement, (a) the commitment of such Lender hereunder to make Eurodollar Loans, continue Eurodollar Loans as such and convert Alternate Base Rate Loans to Eurodollar Loans shall forthwith be cancelled and (b) such Lender's Revolving Credit Loans then outstanding as Eurodollar Loans, if any, shall be converted automatically to Alternate Base Rate Loans on the respective last days of the then current Interest Periods with respect to such Revolving Credit Loans or within such earlier period as required by law. If any such conversion of a Eurodollar Loan occurs on a day which is not the last day of the then current Interest Period with respect thereto, the Borrower shall pay to such Lender such amounts, if any, as may be required pursuant to Section 4.11.

#### Section 4.9 Requirements of Law.

(a) If the adoption of or any change in any Requirement of Law or in the interpretation or application thereof or compliance by any Lender with any request or directive (whether or not having the force of law) from any central bank or other Governmental Authority made subsequent to the date hereof:

(i) shall subject any Lender to any tax of any kind whatsoever with respect to this Agreement, any Revolving Credit Note, any Letter of Credit, any Application or any Eurodollar Loan made by it, or change the basis of taxation of payments to such Lender in respect thereof (except for taxes covered by Section 4.10 and changes in the rate of tax on the overall net income of such Lender);

(ii) shall impose, modify or hold applicable any reserve, special deposit, compulsory loan or similar requirement against assets held by, deposits or other liabilities in or for the account of, advances, loans or other extensions of credit by, or any other acquisition of funds by, any office of such Lender which is not otherwise included in the determination of the Eurodollar Rate hereunder; or

(iii) shall impose on such Lender any other condition;

and the result of any of the foregoing is to increase the cost to such Lender, by an amount which such Lender deems to be material, of making, converting into, continuing or maintaining Eurodollar Loans or issuing or participating in the Letters of Credit or to reduce any amount receivable hereunder in respect thereof, then, in any such case, the Borrower shall promptly pay such Lender, upon its demand, any additional amounts necessary to compensate such Lender for such increased cost or reduced amount receivable. If any Lender becomes entitled to claim any additional amounts pursuant to this Section 4.9, it shall promptly notify the Borrower, through the Administrative Agent, of the event by reason of which it has become so entitled. A certificate as to any additional amounts payable pursuant to this Section 4.9 submitted by such

Lender, through the Administrative Agent, to the Borrower shall be conclusive in the absence of manifest error. This covenant shall survive the termination of this Agreement and the payment of the Revolving Credit Notes and all other amounts payable hereunder.

(b) If any Lender shall have determined that the adoption of or any change in any Requirement of Law regarding capital adequacy or in the interpretation or application thereof or compliance by such Lender or any corporation controlling such Lender with any request or directive regarding capital adequacy (whether or not having the force of law) from any Governmental Authority made subsequent to the date hereof does or shall have the effect of reducing the rate of return on such Lender's or such corporation's capital as a consequence of its obligations hereunder or under any Letter of Credit to a level below that which such Lender or such corporation could have achieved but for such change or compliance (taking into consideration such Lender's or such corporation's policies with respect to capital adequacy) by an amount deemed by such Lender to be material, then from time to time, after submission by such Lender to the Borrower (with a copy to the Administrative Agent) of a written request therefor, the Borrower shall pay to such Lender such additional amount or amounts as will compensate such Lender for such reduction.

#### Section 4.10 Taxes.

(a) All payments made by the Borrower under this Agreement and the Revolving Credit Notes shall be made free and clear of, and without deduction or withholding for or on account of, any present or future income, stamp or other taxes, levies, imposts, duties, charges, fees, deductions or withholdings, now or hereafter imposed, levied, collected, withheld or assessed by any Governmental Authority, excluding, in the case of the Administrative Agent and each Lender, net income taxes and franchise taxes (imposed in lieu of net income taxes) imposed on the Administrative Agent or such Lender, as the case may be, as a result of a present or former connection between the jurisdiction of the government or taxing authority imposing such tax and the Administrative Agent or such Lender (excluding a connection arising solely from the Administrative Agent or such Lender having executed, delivered or performed its obligations or received a payment under, or enforced, this Agreement or the Revolving Credit Notes) or any political subdivision or taxing authority thereof or therein (all such non-excluded taxes, levies, imposts, duties, charges, fees, deductions and withholdings being hereinafter called "Taxes"). If any Taxes are required to be withheld from any amounts payable to the Administrative Agent or any Lender hereunder or under the Revolving Credit Notes, the amounts so payable to the Administrative Agent or such Lender shall be increased to the extent necessary to yield to the Administrative Agent or such Lender (after payment of all Taxes) interest or any such other amounts payable hereunder at the rates or in the amounts specified in this Agreement and the Revolving Credit Notes. Whenever any Taxes are payable by the Borrower, as promptly as possible thereafter the Borrower shall send to the Administrative Agent for its own account or for the account of such Lender, as the case may be, a certified copy of an original official receipt received by the Borrower showing payment thereof. If the Borrower fails to pay any Taxes when due to the appropriate taxing authority or fails to remit to the Administrative Agent the required receipts or other required documentary evidence, the Borrower shall indemnify the Administrative Agent and the Lenders for any incremental taxes, interest or penalties that may become payable by the Administrative Agent or any Lender as a result of any such failure. The

agreements in this Section 4.10 shall survive the termination of this Agreement and the payment of the Revolving Credit Notes and all other amounts payable hereunder.

(b) Each Lender that is not incorporated under the laws of the United States of America or a state thereof shall:

(i) deliver to the Borrower and the Administrative Agent (A) two duly completed copies of United States Internal Revenue Service Form W8-ECI or W8-BEN, or successor applicable form, as the case may be, and (B) an Internal Revenue Service Form W-8 or W-9, or successor applicable form, as the case may be;

(ii) deliver to the Borrower and the Administrative Agent two further copies of any such form or certification on or before the date that any such form or certification expires or becomes obsolete and after the occurrence of any event requiring a change in the most recent form previously delivered by it to the Borrower; and

(iii) obtain such extensions of time for filing and complete such forms or certifications as may reasonably be requested by the Borrower or the Administrative Agent;

unless in any such case an event (including, without limitation, any change in treaty, law or regulation) has occurred prior to the date on which any such delivery would otherwise be required which renders all such forms inapplicable or which would prevent such Lender from duly completing and delivering any such form with respect to it and such Lender so advises the Borrower and the Administrative Agent. Such Lender shall certify (i) in the case of a Form W8-ECI or W8-BEN, that it is entitled to receive payments under this Agreement without deduction or withholding of any United States federal income taxes and (ii) in the case of a Form W-8 or W-9, that it is entitled to an exemption from United States backup withholding tax. Each Person that shall become a Lender or a Participant pursuant to Section 11.6 shall, upon the effectiveness of the related transfer, be required to provide all of the forms and statements required pursuant to this Section 4.10, provided that in the case of a Participant such Participant shall furnish all such required forms and statements to the Lender from which the related participation shall have been purchased.

Section 4.11 Indemnity. The Borrower agrees to indemnify each Lender and to hold each Lender harmless from any loss or expense which such Lender may sustain or incur as a consequence of (a) default by the Borrower in payment when due of the principal amount of or interest on any Eurodollar Loan, (b) default by the Borrower in making a borrowing of, conversion into or continuation of Eurodollar Loans after the Borrower has given a notice requesting the same in accordance with the provisions of this Agreement, (c) default by the Borrower in making any prepayment after the Borrower has given a notice thereof in accordance with the provisions of this Agreement or (d) the making of a prepayment of Eurodollar Loans on a day which is not the last day of an Interest Period with respect thereto, including, without limitation, in each case, any such loss or expense arising from the reemployment of funds obtained by it or from fees payable to terminate the deposits from which such funds were obtained. This covenant shall survive the termination of this Agreement and the payment of the Revolving Credit Notes and all other amounts payable hereunder.

Section 4.12 Lenders Obligation to Mitigate. Each Lender agrees that, as promptly as practicable after it becomes aware that it has been or will be affected by the occurrence of an event or the existence of a condition described under Section 4.8 or subsection 4.9(a) or 4.10(a), it will, to the extent not inconsistent with such Lender's internal policies, use its best efforts (a) to provide written notice to the Borrower describing such condition and the anticipated effect thereof and (b) to make, fund or maintain the affected Eurodollar Loans of such Lender through another lending office of such Lender if as a result thereof the additional moneys which would otherwise be required to be paid in respect of such Revolving Credit Loans pursuant to Section 4.8 or subsection 4.9(a) or 4.10(a) would be materially reduced or the illegality or other adverse circumstances which would otherwise require such payment pursuant to Section 4.8 or subsection 4.9(a) or 4.10(a) would cease to exist and if, as determined by such Lender, in its sole discretion, the making, funding or maintaining of such Revolving Credit Loans through such other lending office would not otherwise adversely affect such Revolving Credit Loans or such Lender. The Borrower hereby agrees to pay all reasonable expenses incurred by any Lender in utilizing another lending office of such Lender pursuant to this Section 4.12.

Section 4.13 Certain Permitted Transactions. Notwithstanding any provision in the Loan Documents and without increasing the obligations of the Lenders under Articles II and III of this Agreement, EPEPC, the Borrower and its Subsidiaries shall have the right to consummate any of the following transactions:

(a) Petal Gas Storage Facilities. A sale leaseback arrangement with respect to the Petal Gas Storage Facilities and intended improvements to be made thereto in connection with the Firm Storage Services Agreement dated as of December 22, 2000 by and between Petal Gas Storage and Southern Company Services, Inc., provided that the obligations under such arrangement or guarantee shall not exceed \$140,000,000.

(b) Argo Financing Transactions.

(i) the contribution by the Borrower and the Restricted Subsidiaries to the Argo Unrestricted Subsidiaries of up to \$50,000,000, in the aggregate, of cash and other assets relating to the Prince Project;

(ii) the pledge by the Borrower and the Restricted Subsidiaries of their equity interests in the Argo Unrestricted Subsidiaries to secure indebtedness of the Argo Unrestricted Subsidiaries; and

(iii) the incurrence by the Borrower and the Restricted Subsidiaries of the Argo Clawback, and the securing of the Argo Clawback obligations by the Collateral on a pari passu basis with the Obligations, subject to the Intercreditor Agreement.

(c) Contribution of Non-Managing Interest. The contribution by EPEPC to the Borrower of EPEPC's approximately one percent non-managing interest in Crystal Holdings, Delos, EP Deepwater, EP Operating, EP Transport, Ewing Bank, Flextrend, Green Canyon, Manta Ray, Poseidon, VK Main Pass and VK Deepwater pursuant to the Purchase and Sale Agreement dated as of May 1, 2001 by and between EPEPC and the Borrower.

Section 4.14 Acquisition; Disposition; Redesignation. If the Borrower or any of its Restricted Subsidiaries acquires any Acquired Business or makes any sale or disposition of any assets or property having a value in excess of \$20,000,000 pursuant to subsection 8.6(b) or 8.6(e) or there is a Redesignation of any Subsidiary during any Calculation Period, Consolidated EBITDA, Consolidated Tangible Net Worth, Consolidated Interest Expense, Consolidated Total Senior Indebtedness and Consolidated Total Indebtedness for such Calculation Period will be determined on a pro forma basis as if such Acquired Business were acquired, such assets or property was sold or disposed of or such Redesignation occurred, on the first day thereof. Such pro forma adjustments will be subject to delivery to the Administrative Agent of a certificate of a Responsible Officer of the Borrower. Such certificate may be delivered at any time with respect to any Redesignation and at any time after the last day of the first fiscal quarter of the Borrower to end after the related acquisition date with respect to any Acquired Business or the related disposition date with respect to any such sale or disposition. Each such certificate shall be accompanied by supporting information and calculations with respect to each such Acquired Business, sale or disposition or Redesignation and such other information as any Lender, through the Administrative Agent, may reasonably request. For purposes of determining satisfaction of Section 6.2(d), effect shall be given on the date of determination to pro forma adjustments as described in this Section 4.14 with respect to any Acquired Business that has been acquired as of such date.

Section 4.15 Redesignated Senior Indebtedness. The Borrower and the Co-Borrower hereby designate all Obligations of the Borrower and its Subsidiaries (including the Co-Borrower) under this Agreement and the other Loan Documents as Designated Senior Debt, as such term is defined in the Senior Subordinated Note Indentures.

ARTICLE V  
REPRESENTATIONS AND WARRANTIES

To induce the Administrative Agent and the Lenders to enter into this Agreement and to make the Revolving Credit Loans and issue or participate in the Letters of Credit, the Borrower hereby represents and warrants to the Administrative Agent and each Lender that:

Section 5.1 Financial Condition. The consolidated balance sheet of the Borrower and its consolidated Subsidiaries as at December 31, 2000, and the related consolidated statements of operations and of cash flows for the fiscal year ended December 31, 2000, reported on by PricewaterhouseCoopers LLP, copies of which have heretofore been furnished to each Lender, present fairly the consolidated financial condition of the Borrower and its consolidated Subsidiaries as at such date, and the consolidated results of their operations and their consolidated cash flows for the year then ended. The consolidated balance sheet of the Borrower and its consolidated Subsidiaries as at March 31, 2001 and the related consolidated statements of operations and of cash flows for the three months ended March 31, 2001, copies of which have heretofore been furnished to each Lender, present fairly the consolidated financial condition of the Borrower and its consolidated Subsidiaries as at such date, and the consolidated results of their operations and their consolidated cash flows for the three-month period then ended. All such financial statements, including the related schedules and notes thereto, have been prepared



in accordance with GAAP applied consistently throughout the periods involved (except as approved by such accountants and as disclosed therein and, with respect to the March 31, 2001 financial statements, for the absence of footnotes and year-end adjustments). Except as set forth on Schedule 5.1 or as permitted by subsection 8.4(c), neither the Borrower nor any of its consolidated Subsidiaries had, at the date of the most recent balance sheet referred to above, any material Guarantee Obligation, contingent liability or liability for taxes, or any long-term lease or unusual forward or long-term commitment, including, without limitation, any interest rate or foreign currency swap or exchange transaction, which is not reflected in the foregoing statements or in the notes thereto. Except as set forth on Schedule 5.1, during the period from March 31, 2001 to and including the Closing Date there has been no sale, transfer or other disposition by the Borrower or any of its consolidated Subsidiaries of any material part of its business or property and no purchase or other acquisition of any business or property (including any capital stock of any other Person) material in relation to the consolidated financial condition of the Borrower and its consolidated Subsidiaries at March 31, 2001.

Section 5.2 No Change. Since December 31, 2000 (a) there has been no development or event which has had or could reasonably be expected to have a Material Adverse Effect and (b) no dividends or other distributions have been declared, paid or made upon the Capital Stock of the Borrower except as permitted by Section 8.7, nor has any of the Capital Stock of the Borrower been redeemed, retired, purchased or otherwise acquired for value by the Borrower or any of its Subsidiaries.

Section 5.3 Existence; Compliance with Law. Each of the Borrower and its Subsidiaries (a) is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization, (b) has the power and authority, and the legal right, to own and operate its property, to lease the property it operates as lessee and to conduct the business in which it is currently engaged, (c) is duly qualified as a foreign corporation, limited partnership or limited liability company, as the case may be, and, where applicable, in good standing under the laws of each jurisdiction where its ownership, lease or operation of property or the conduct of its business requires such qualification and (d) is in compliance with all Requirements of Law except to the extent that the failure to comply therewith could not, in the aggregate, reasonably be expected to have a Material Adverse Effect.

Section 5.4 Power; Authorization; Enforceable Obligations.

(a) The Borrower has the power and authority, and the legal right, to make, deliver and perform this Agreement, the Revolving Credit Notes and the other Loan Documents to which it is a party and to borrow hereunder and has taken all necessary action to authorize the borrowings on the terms and conditions of this Agreement and the Revolving Credit Notes and to authorize the execution, delivery and performance of this Agreement, the Revolving Credit Notes and the other Loan Documents to which it is a party. No consent or authorization of, filing with, notice to or other act by or in respect of, any Governmental Authority or any other Person is required in connection with the borrowings hereunder or with the execution, delivery, performance, validity or enforceability of this Agreement or the Revolving Credit Notes or the Applications. This Agreement has been, and each Revolving Credit Note and the Applications will be, duly executed and delivered on behalf of the Borrower. This Agreement constitutes, and each Revolving Credit Note and each other Loan Document to which the Borrower is a party

when executed and delivered will constitute, a legal, valid and binding obligation of the Borrower enforceable against the Borrower in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general equitable principles (whether enforcement is sought by proceedings in equity or at law).

(b) Each of the Subsidiary Guarantors has the power and authority, and the legal right, to make, deliver and perform the Loan Documents to which it is a party and has taken all necessary action to authorize the execution, delivery and performance of the Loan Documents to which it is a party. No consent or authorization of, filing with, notice to or other act by or in respect of, any Governmental Authority or any other Person is required in connection with the borrowings hereunder or with the execution, delivery, performance, validity or enforceability of the Loan Documents to which such Subsidiary Guarantor is a party. Each of the Loan Documents to which such Subsidiary Guarantor is a party will be duly executed and delivered on behalf of such Subsidiary Guarantor. Each Loan Document to which such Subsidiary Guarantor is a party will, when executed and delivered, constitute a legal, valid and binding obligation of such Subsidiary Guarantor enforceable against such Subsidiary Guarantor in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general equitable principles (whether enforcement is sought by proceedings in equity or at law).

Section 5.5 No Legal Bar. The execution, delivery and performance of this Agreement, the Revolving Credit Notes and the other Loan Documents, the borrowings hereunder and the use of the proceeds thereof will not violate any Requirement of Law or Contractual Obligation of any Loan Party, or, to the best knowledge of the Borrower, any Joint Venture any of the interests in which is owned by a Restricted Subsidiary, and will not result in, or require, the creation or imposition of any Lien on any of their respective properties or revenues pursuant to any such Requirement of Law or Contractual Obligation.

Section 5.6 No Material Litigation. Except as set forth on Schedule 5.6, no litigation, investigation or proceeding of or before any arbitrator or Governmental Authority is pending or, to the knowledge of the Borrower, threatened by or against the Borrower or any of its Subsidiaries, or, to the best knowledge of the Borrower, any Joint Venture any of the interests in which is owned by a Restricted Subsidiary, or against any of its or their respective properties or revenues (a) with respect to this Agreement, the Revolving Credit Notes or any of the other Loan Documents or any of the transactions contemplated hereby or thereby, or (b) which could reasonably be expected to have a Material Adverse Effect.

Section 5.7 No Default. No Loan Party, and, to the best knowledge of the Borrower, no Joint Venture any of the interests in which is owned by a Restricted Subsidiary, is in default under or with respect to any of its Contractual Obligations in any respect which could reasonably be expected to have a Material Adverse Effect. No Default or Event of Default has occurred and is continuing.

Section 5.8 Ownership of Property; Liens. Each of the Borrower and its Restricted Subsidiaries has good record and marketable title in fee simple to, or a valid leasehold interest in,

all its real property necessary for its operations as then conducted, and good title to, or a valid leasehold interest in, all its other property, and none of such property necessary for its operations as then conducted is subject to any Lien except as permitted by Section 8.3.

Section 5.9 Intellectual Property. The Borrower and each of its Restricted Subsidiaries owns, or is licensed to use, all trademarks, tradenames, copyrights, technology, know-how and processes necessary for the conduct of its business as currently conducted except for those the failure to own or license which could not have a Material Adverse Effect (the "Intellectual Property"). No claim has been asserted and is pending by any Person challenging or questioning the use of any such Intellectual Property or the validity or effectiveness of any such Intellectual Property, nor does the Borrower know of any valid basis for any such claim. The use of such Intellectual Property by the Borrower and its Restricted Subsidiaries does not infringe on the rights of any Person, except for such claims and infringements that, in the aggregate, do not have a Material Adverse Effect.

Section 5.10 No Burdensome Restrictions. The Borrower, in good faith, does not believe any Requirement of Law or Contractual Obligation of the Borrower or any of its Restricted Subsidiaries could reasonably be expected to have a Material Adverse Effect.

Section 5.11 Taxes. Each of the Borrower and its Subsidiaries has filed or caused to be filed all tax returns which, to the knowledge of the Borrower, are required to be filed and has paid all taxes shown to be due and payable on said returns or on any assessments made against it or any of its property and all other taxes, fees or other charges imposed on it or any of its property by any Governmental Authority (other than any the amount or validity of which are currently being contested in good faith by appropriate proceedings and with respect to which reserves in conformity with GAAP have been provided on the books of the Borrower or its Subsidiaries, as the case may be); no tax Lien has been filed, and, to the knowledge of the Borrower, no claim is being asserted, with respect to any such tax, fee or other charge.

Section 5.12 Federal Regulations. No part of the proceeds of any Revolving Credit Loans will be used for "purchasing" or "carrying" any "margin stock" within the respective meanings of each of the quoted terms under Regulation U of the Board of Governors of the Federal Reserve System as now and from time to time hereafter in effect or for any purpose which violates the provisions of the Regulations of such Board of Governors. If requested by any Lender or the Administrative Agent, the Borrower will furnish to the Administrative Agent and each Lender a statement to the foregoing effect in conformity with the requirements of FR Form U-1 referred to in said Regulation U.

Section 5.13 ERISA. No Loan Party has or is a party to, or has any matured or contingent obligations under, any Plans.

Section 5.14 Investment Company Act; Other Regulations. The Borrower is not an "investment company", or a company "controlled" by an "investment company", within the meaning of the Investment Company Act of 1940, as amended. The Borrower is not subject to regulation under any Federal or State statute or regulation which limits its ability to incur Indebtedness.

Section 5.15 Subsidiaries. The Persons set forth on Schedule 5.15 constitute all of the Subsidiaries of the Borrower, and all Joint Ventures in which the Borrower owns any interest, as of the Closing Date, and the percentage of the equity interests owned by the Borrower in each such Person as of such date. Except for the Argo Unrestricted Subsidiaries, each of the Subsidiaries listed on Schedule 5.15 is as of the Closing Date a Restricted Subsidiary.

Section 5.16 Purpose of Revolving Credit Loans, Letters of Credit. The proceeds of the Revolving Credit Loans shall be used by the Borrower (a) to refinance Indebtedness under the Existing Credit Agreement and (b) for general corporate purposes. The Letters of Credit shall be used for the purposes described in subsection 3.1(b).

Section 5.17 Environmental Matters. Except as set forth on Schedule 5.17:

(a) To the best knowledge of the Borrower, the Properties do not contain, and have not previously contained, any Materials of Environmental Concern in amounts or concentrations which (i) constitute or constituted a violation of, or (ii) give rise to liability under, any Environmental Law, except in either case insofar as such violation or liability, or any aggregation thereof, could not reasonably be expected to result in the payment of a Material Environmental Amount.

(b) To the best knowledge of the Borrower, the Properties and all operations at the Properties are in compliance, and have in the period commencing six months prior to the date hereof been in compliance, in all material respects with all applicable Environmental Laws, and there is no contamination at, under or about the Properties or violation of any Environmental Law with respect to the Properties or the business operated by the Borrower or any of its Subsidiaries or any Joint Venture (the "Business") which could materially interfere with the continued operation of any material Property or which could reasonably be expected to have a Material Adverse Effect.

(c) Neither the Borrower nor any of its Subsidiaries nor, to the best knowledge of the Borrower, any Joint Venture has received any notice of violation, alleged violation, non-compliance, liability or potential liability regarding environmental matters or compliance with Environmental Laws with regard to any of the Properties or the Business, nor does the Borrower have knowledge or reason to believe that any such notice will be received or is being threatened except insofar as such notice or threatened notice, or any aggregation thereof, does not involve a matter or matters that is or could reasonably be expected to result in the payment of a Material Environmental Amount.

(d) To the best knowledge of the Borrower, Materials of Environmental Concern have not been transported or disposed of from the Properties in violation of, or in a manner or to a location which could reasonably be expected to give rise to liability under, any Environmental Law, nor have any Materials of Environmental Concern been generated, treated, stored or disposed of at, on or under any of the Properties in violation of, or in a manner that could reasonably be expected to give rise to liability under, any applicable Environmental Law except insofar as any such violation or liability referred to in this paragraph, or any aggregation thereof, could not reasonably be expected to result in the payment of a Material Environmental Amount.

(e) No judicial proceeding or governmental or administrative action is pending or, to the knowledge of the Borrower, threatened, under any Environmental Law to which the Borrower or any Subsidiary, or, to the best knowledge of the Borrower, any Joint Venture, is or will be named as a party with respect to the Properties or the Business, nor are there any consent decrees or other decrees, consent orders, administrative orders or other orders, or other administrative or judicial requirements outstanding under any Environmental Law with respect to the Properties or the Business except insofar as such proceeding, action, decree, order or other requirement, or any aggregation thereof, could not reasonably be expected to result in the payment of a Material Environmental Amount.

(f) To the best knowledge of the Borrower, there has been no release or threat of release of Materials of Environmental Concern at or from the Properties, or arising from or related to the operations of the Borrower or any Subsidiary or any Joint Venture, in connection with the Properties or otherwise in connection with the Business, in violation of or in amounts or in a manner that could give rise to liability under Environmental Laws except insofar as any such violation or liability referred to in this paragraph, or any aggregation thereof, could not reasonably be expected to result in the payment of a Material Environmental Amount.

(g) There are no Liens arising under or pursuant to any Environmental Laws on any of the real properties or properties owned or leased by any Loan Party, and no government actions have been taken or are in process which could subject any of such properties to such Liens and no Loan Party would be required to place any notice or restriction relating to the presence of Hazardous Materials at any properties owned by it in any deed to such properties.

(h) There have been no environmental investigations, studies, audits, tests, reviews or other analyses conducted by or which are in the possession of any Loan Party in relation to any properties or facility now or previously owned or leased by any Loan Party which have not been made available to the Lenders.

Section 5.18 Accuracy and Completeness of Information. The factual statements contained in the financial statements (other than financial projections) referred to in Section 5.1, the Loan Documents, the Confidential Information Memorandum dated April 2001 and any other certificates or documents furnished or to be furnished (but only, with respect to documents furnished after the Closing Date, documents provided pursuant to subsection 7.2(d)) to the Administrative Agent or the Lenders from time to time in connection with this Agreement, taken as a whole, do not and will not, to the knowledge of the Borrower, as of the date when made, contain any untrue statement of a material fact or omit to state a material fact (other than omissions that pertain to matters of a general economic nature, matters generally known to the Administrative Agent or matters of public knowledge that generally affect any of the industry segments included in the Business of the Borrower, its Subsidiaries or any Joint Venture) necessary in order to make the statements contained therein not misleading in light of the circumstances in which the same were made, such knowledge qualification being given only with respect to factual statements made by Persons other than the Borrower, and all financial projections contained in any such document or certificate have been prepared in good faith based upon assumptions believed by the Borrower to be reasonable.

Section 5.19 Security Documents. The Pledge Agreements are each effective to create in favor of the Administrative Agent, for the ratable benefit of the Lenders, a legal, valid and enforceable security interest in the respective Interests described therein and proceeds thereof, and the Pledge Agreements each constitute a fully perfected first Lien on, and security interest in, all right, title and interest of the Borrower and EPEPC, respectively, in such Interests and Pledged Certificates and in proceeds thereof superior in right to any other Person. Each Security Agreement is effective to create in favor of the Administrative Agent, for the ratable benefit of the Lenders, a legal, valid and enforceable security interest in the respective collateral described therein and proceeds thereof, and the Security Agreements constitute fully perfected, first priority Liens on, and security interests in (subject to the Liens permitted pursuant to Section 8.3), all right, title and interest of the Borrower and the Subsidiary Guarantors in such collateral and the proceeds thereof superior in right to any other Person other than Liens permitted hereby.

Section 5.20 Joint Venture Charters, Management Agreement, etc.

(a) As of the Closing Date, the Administrative Agent has received, with a copy for each Lender, a complete copy of each of the Joint Venture Charters of each Joint Venture any of the interests in which is owned by a Restricted Subsidiary and all amendments thereto, waivers relating thereto and other side letters or agreements affecting the terms thereof.

(b) As of the Closing Date, the Administrative Agent has received a complete copy of the Partnership Agreement, the Management Agreement, the El Paso Agreement and each credit agreement to which any Joint Venture any of the interests in which is owned by a Restricted Subsidiary is a party (including all exhibits, schedules and disclosure letters referred to therein or delivered pursuant thereto, if any) and all amendments thereto, waivers, relating thereto and other side letters or agreements affecting the terms thereof (collectively, such agreements and documents described in paragraphs (a) and (b) of this Section 5.20 are referred to as the "Documents"). None of the Documents has been amended or supplemented, nor have any of the provisions thereof been waived, except (i) pursuant to a written agreement or instrument which has heretofore been consented to in writing by the Required Lenders or (ii) in accordance with the provisions of this Agreement.

(c) Except as disclosed on Schedule 5.6, each of the Documents has been duly executed and delivered by each of the Borrower and its Subsidiaries party thereto and, to the Borrower's knowledge, by each of the other parties thereto, is in full force and effect and constitutes a legal, valid and binding enforceable obligation of each of the Borrower and its Subsidiaries party thereto and, to the Borrower's knowledge, each other party thereto. None of the Borrower or any of its Subsidiaries party to any of the Documents, is in default in the performance of any of its obligations thereunder in any material respect which would give any other party to such Document a right to accelerate payment of amounts due under, or terminate, such Document.

Section 5.21 Senior Debt. The Obligations constitute "Senior Debt" of the Borrower under and as defined in the Senior Subordinated Note Indentures. The obligations of each Subsidiary Guarantor under the Loan Documents to which it is a party constitute "Guarantor Senior Debt" of such Subsidiary Guarantor under and as defined in the Senior Subordinated Note Indentures.

ARTICLE VI  
CONDITIONS PRECEDENT

Section 6.1 Conditions to Initial Extensions of Credit. The agreement of each Lender to make the initial extension of credit requested to be made by it is subject to the satisfaction, immediately prior to or concurrently with the making of such extension of credit on the Closing Date, of the following conditions precedent:

(a) Loan Documents. The Administrative Agent shall have received (i) this Agreement, executed and delivered by a duly authorized officer of the Borrower and the Co-Borrower, (ii) for the account of each Lender which requests the same, a Revolving Credit Note executed and delivered by a duly authorized officer of the Borrower and the Co-Borrower, and (iii) a confirmation of each of the Guarantees and Security Documents, executed and delivered by a duly authorized officer of each Loan Party thereto and satisfactory in form to the Administrative Agent.

(b) Related Agreements. The Administrative Agent shall have received true and correct copies, certified as to authenticity by the Borrower, of the Partnership Agreement, the certificate of limited partnership of the Borrower, the Management Agreement, the El Paso Agreement, the limited liability company agreement, or certificate of incorporation and by-laws, as the case may be, of each Subsidiary, the Joint Venture Charter of each Joint Venture and each agreement evidencing, securing or under which is issued Indebtedness of any of the Joint Ventures under their respective credit facilities, and such other documents or instruments as may be reasonably requested by the Administrative Agent, including, without limitation, a copy of any debt instrument, security agreement or other material contract to which any Joint Venture may be a party.

(c) Borrowing Certificate. The Administrative Agent shall have received a certificate of the Borrower, dated the Closing Date, substantially in the form of Exhibit L, with appropriate insertions and attachments, satisfactory in form and substance to the Administrative Agent, executed by the Chief Executive Officer, Chief Operating Officer, Chief Financial Officer, President, Treasurer or any Vice President of the Borrower and the Secretary or any Assistant Secretary of the Borrower.

(d) Partnership Proceedings of the Borrower. The Administrative Agent shall have received a copy of the resolutions, in form and substance satisfactory to the Administrative Agent, of the Board of Directors of the General Partner authorizing on behalf of the Borrower (i) the execution, delivery and performance of this Agreement, the Revolving Credit Notes and the other Loan Documents to which the Borrower is a party, (ii) the borrowings contemplated hereunder and (iii) the granting by the Borrower of the Liens created pursuant to the Security Documents to which it is a party, certified by the Secretary or an Assistant Secretary of the General Partner on behalf of the Borrower as of the Closing Date, which certificate shall be in form and substance satisfactory to the Administrative Agent and shall state that the resolutions thereby certified have not been amended, modified, revoked or rescinded.

(e) Borrowers Incumbency Certificate. The Administrative Agent shall have received a certificate of the Borrower and the Co-Borrower, dated the Closing Date, as to the

incumbency and signature of the officers of the Borrower and the Co-Borrower, respectively, executing any Loan Document, satisfactory in form and substance to the Administrative Agent, executed by the Chief Executive Officer, Chief Operating Officer, Chief Financial Officer, President, Treasurer or any Vice President and the Secretary or any Assistant Secretary of the Borrower and the Co-Borrower, respectively.

(f) Corporate Proceedings of Co-Borrower. The Administrative Agent shall have received a copy of the resolutions, in form and substance satisfactory to the Administrative Agent, of the Board of Directors of the Co-Borrower authorizing (i) the execution, delivery and performance of the Loan Documents to which the Co-Borrower is a party and (ii) the granting by it of the Liens created pursuant to the Security Documents to which it is a party, certified by the Secretary or an Assistant Secretary of the Co-Borrower as of the Closing Date, which certificate shall be in form and substance satisfactory to the Administrative Agent and shall state that the resolutions thereby certified have not been amended, modified, revoked or rescinded.

(g) Corporate Proceedings of EPEPC. The Administrative Agent shall have received a copy of the resolutions, in form and substance satisfactory to the Administrative Agent, of the Board of Directors of EPEPC authorizing (i) the execution, delivery and performance of the Loan Documents to which EPEPC is a party and (ii) the granting by it of the Liens created pursuant to the Security Documents to which it is a party, certified by the Secretary or an Assistant Secretary of EPEPC as of the Closing Date, which certificate shall be in form and substance satisfactory to the Administrative Agent and shall state that the resolutions thereby certified have not been amended, modified, revoked or rescinded.

(h) EPEPC Incumbency Certificate. The Administrative Agent shall have received a certificate of EPEPC, dated the Closing Date, as to the incumbency and signature of the officers of EPEPC executing any Loan Document, satisfactory in form and substance to the Administrative Agent, executed by the Chief Executive Officer, Chief Operating Officer, Chief Financial Officer, President, Treasurer or any Vice President and the Secretary or any Assistant Secretary of EPEPC.

(i) Proceedings of Subsidiaries. The Administrative Agent shall have received a copy of the resolutions, in form and substance satisfactory to the Administrative Agent, of the Managing Member or the Board of Directors, as applicable, of each Subsidiary of the Borrower which is a party to a Loan Document authorizing (i) the execution, delivery and performance of the Loan Documents to which it is a party and (ii) the granting by it of the Liens created pursuant to the Security Documents to which it is a party, certified by the Secretary or an Assistant Secretary of such Subsidiary as of the Closing Date, which certificate shall be in form and substance satisfactory to the Administrative Agent and shall state that the resolutions thereby certified have not been amended, modified, revoked or rescinded.

(j) Subsidiary Incumbency Certificates. The Administrative Agent shall have received a certificate of each Subsidiary of the Borrower which is a Loan Party, dated the Closing Date, as to the incumbency and signature of the officers of such Subsidiary executing any Loan Document, satisfactory in form and substance to the Administrative Agent, executed by the Chief Executive Officer, Chief Operating Officer, Chief Financial Officer, President,



Treasurer or any Vice President and the Secretary or any Assistant Secretary of each such Subsidiary.

(k) Corporate Documents. The Administrative Agent shall have received true and complete copies of the certificate of incorporation and by-laws of EPEPC and the Co-Borrower and the certificate of formation or certificate of incorporation, as the case may be, of each Subsidiary of the Borrower, certified as of the Closing Date as complete and correct copies thereof by the Secretary or an Assistant Secretary of EPEPC, the Co-Borrower or such Subsidiary, as the case may be.

(l) Consents, Licenses and Approvals. The Administrative Agent shall have received, with a counterpart for each Lender, a certificate of a Responsible Officer of the Borrower (i) attaching copies of all consents, authorizations and filings referred to in Section 5.4, and (ii) stating that such consents, licenses and filings are in full force and effect, and each such consent, authorization and filing shall be in form and substance satisfactory to the Administrative Agent.

(m) Fees. The Administrative Agent and each Lender shall have received the fees to be received on the Closing Date as separately agreed to between each of them and the Borrower.

(n) Legal Opinion. The Administrative Agent shall have received, with a counterpart for each Lender, the executed legal opinion of Akin, Gump, Strauss, Hauer & Feld, L.L.P., counsel to the Borrower and the other Loan Parties, addressed to the Administrative Agent and each Lender in form and substance reasonably satisfactory to the Administrative Agent.

(o) Pledged Stock; Stock Powers. The Administrative Agent shall have received the certificates, if any, representing the shares and limited liability company interests pledged pursuant to each of the Pledge Agreements, together with an undated stock power for each such certificate executed in blank by a duly authorized officer of the pledgor thereof. Each Instruction to Register Pledge referred to in such Pledge Agreements shall have been delivered to the Borrower and its Subsidiaries, and each Initial Transaction Statement referred to in such Pledge Agreements shall have been delivered to the Administrative Agent, as are required by any of the Pledge Agreements.

(p) Actions to Perfect Liens. The Administrative Agent shall have received evidence in form and substance satisfactory to it that all filings, recordings, registrations and other actions, including, without limitation, the filing of duly executed financing statements on form UCC-1 and amendments to financing statements on form UCC-3, necessary or, in the opinion of the Administrative Agent, desirable to perfect the Liens created by the Security Documents shall have been completed.

(q) Insurance.

(i) The Administrative Agent shall have received evidence in form and substance satisfactory to it and all of the requirements of Section 7.5 shall have been satisfied.

(ii) The Lenders shall have received a schedule detailing, and shall be satisfied with, the amount, coverage and carriers of the insurance carried by the Borrower, the Restricted Subsidiaries and EPEPC.

(r) Good Standing Certificates. The Administrative Agent shall have received copies of certificates dated as of a recent date from the Secretary of State or other appropriate authority of such jurisdiction, evidencing the good standing of the Borrower and each other Loan Party in each state where the ownership, lease or operation of property or the conduct of business requires it to qualify as a foreign corporation, partnership or limited liability company, as the case may be.

(s) Senior Subordinated Notes. The Borrower shall have reasonably demonstrated to the Administrative Agent, in a certificate delivered by a Responsible Officer of the Borrower, that the Obligations and the guarantees thereof under the Loan Documents are permitted under the Senior Subordinated Note Indentures and constitute "Senior Debt," as applicable, under the Senior Subordinated Note Indentures.

(t) Litigation, Etc. No suit, action, investigation, inquiry or other proceeding (including, without limitation, the enactment or promulgation of a statute or rule) by or before any arbitrator or any Governmental Authority shall be pending and no preliminary or permanent injunction or order by a state or federal court shall have been entered (i) in connection with any Loan Document or any of the transactions contemplated hereby or thereby or (ii) which, in any such case could have a Material Adverse Effect.

(u) Consents. All material governmental and third party approvals (or arrangements satisfactory to the Lenders in lieu of such approvals) necessary or advisable in connection with the transactions and financings contemplated hereby and by the other Loan Documents and the continuing operations of the Borrower, the Subsidiaries and the Joint Ventures (including, without limitation, any consent of other partners of and lenders to any Joint Venture) shall have been obtained and be in full force and effect.

(v) Material Adverse Effect. No event which has or could have a Material Adverse Effect shall have occurred.

(w) Financial Statements. The Administrative Agent shall have received, with a counterpart for each Lender, complete copies of the financial statements described in Section 5.1.

(x) Commodity Hedging Program. The Administrative Agent shall have received, with a counterpart for each Lender, a report on the status of the Commodity Hedging Programs of the Borrower covering the Borrower's interest in production from the Subject Properties in amounts and for periods reasonably satisfactory to the Administrative Agent.

(y) Accrued Interest and Fees. The Borrower shall have paid to the Administrative Agent all unpaid interest, commitment fees and letter of credit commissions accrued under the Existing Credit Agreement through the Closing Date.

(z) Reallocation of Revolving Credit Loans; Assignments. The Lenders shall have reallocated the Revolving Credit Loans outstanding under this Agreement immediately prior to the Closing Date, and the Lenders and the lenders under the Existing Credit Agreement shall be deemed to have made such assignments of the Revolving Credit Commitments among themselves, as directed by the Administrative Agent in order to reflect the Revolving Credit Commitments under this Agreement.

(aa) Additional Matters. All corporate, company, partnership and other proceedings, and all documents, instruments and other legal matters in connection with the transactions contemplated by this Agreement and the other Loan Documents shall be reasonably satisfactory in form and substance to the Lenders, and the Lenders shall have received such other documents and legal opinions in respect of any aspect or consequence of the transactions contemplated hereby or thereby as any of them shall reasonably request.

Section 6.2 Conditions to Each Extension of Credit. The agreement of each Lender to make any extension of credit (including the renewal or extension of a Letter of Credit) requested to be made by it on any date (including, without limitation, its initial extension of credit) is subject to the satisfaction of the following conditions precedent:

(a) Representations and Warranties. Each of the representations and warranties made by the Borrower and the other Loan Parties in or pursuant to the Loan Documents shall be true and correct in all material respects on and as of such date as if made on and as of such date (unless such representations and warranties are stated to relate to a specific earlier date, in which case such representations and warranties shall be true and correct in all material respects as of such earlier date).

(b) No Default. No Default or Event of Default shall have occurred and be continuing on such date or after giving effect to the extensions of credit requested to be made on such date.

(c) Additional Matters. The Administrative Agent shall have received such other documents and legal opinions in respect of any aspect or consequence of the transactions contemplated hereby or by the other Loan Documents as it shall reasonably request.

(d) At the time of and immediately after giving effect to such extension of credit, (i) the ratio of (A) Consolidated Total Senior Indebtedness at such date to (B) the Consolidated EBITDA for the most recent Calculation Period together with the period from the last day of the most recent Calculation Period to the date of such extension of credit shall not exceed 3.25 to 1.0. and (ii) the ratio of (X) Consolidated Total Indebtedness at such date to (Y) the Consolidated EBITDA for the most recent Calculation Period together with the period from the last day of the most recent Calculation Period to the date of such extension of credit shall not exceed 5.0 to 1.0.

Each borrowing by the Borrower hereunder, and each issuance or renewal or extension of a Letter of Credit hereunder, shall constitute a representation and warranty by the Borrower as of the date of such extension of credit or such conversion that the conditions contained in this Section 6.2 have been satisfied; provided that with respect to paragraph (d) above, such

representation and warranty shall be made by the Borrower in good faith based upon assumptions believed by the Borrower to be reasonable.

ARTICLE VII  
AFFIRMATIVE COVENANTS

The Borrower hereby agrees that, so long as the Revolving Credit Commitments remain in effect, any Revolving Credit Note or any Letter of Credit remains outstanding and unpaid or any other amount is owing to any Lender, the Administrative Agent hereunder, the Borrower shall and (except in the case of delivery of financial information, reports and notices) shall cause each of its Restricted Subsidiaries and, with respect to Sections 7.3 and 7.11, each of its Unrestricted Subsidiaries, to:

Section 7.1 Financial Statements. Furnish to the Administrative Agent, with copies for the Lenders:

(a) as soon as available, but in any event within 90 days after the end of each fiscal year of the Borrower, a copy of the consolidated balance sheet of the Borrower and its consolidated Subsidiaries as at the end of such year and the related consolidated statements of income and retained earnings and of cash flows for such year, setting forth in each case in comparative form the figures for the previous year, reported on without a "going concern" or like qualification or exception, or qualification arising out of the scope of the audit, by PricewaterhouseCoopers LLP or other independent certified public accountants of nationally recognized standing;

(b) as soon as available, but in any event not later than 45 days after the end of each of the first three quarterly periods of each fiscal year of the Borrower, the unaudited consolidated and consolidating balance sheet of the Borrower and its consolidated Subsidiaries as at the end of such quarter and the related unaudited consolidated and consolidating statements of income and retained earnings and of cash flows of the Borrower and its consolidated Subsidiaries for such quarter and the portion of the fiscal year through the end of such quarter, setting forth in each case in comparative form the figures for the previous year, certified by a Responsible Officer as being fairly stated in all material respects when considered in relation to the consolidated and consolidating financial statements of the Borrower and its consolidated Subsidiaries (subject to normal year-end audit adjustments);

(c) concurrently with the delivery of the financial statements for any fiscal year described in paragraph (a) of this Section 7.1, the unaudited consolidating balance sheets of the Borrower and its consolidated Subsidiaries as at the end of such fiscal year and the related unaudited consolidating statements of income and retained earnings and of cash flows of the Borrower and its consolidated Subsidiaries for such fiscal year, setting forth in each case in comparative form the figures for the previous year, certified by a Responsible Officer as being fairly stated in all material respects when considered in relation to the consolidating financial statements of the Borrower and its consolidated Subsidiaries;

(d) as soon as available, but in any event within 120 days after the end of each fiscal year of each material Joint Venture any of the interests in which is owned by a Restricted

Subsidiary, a copy of the audited balance sheet of such Joint Venture, as at the end of such year and the related unaudited statements of income and retained earnings and of cash flows of such Joint Venture, for such year, setting forth in each case in a comparative form the figures for the previous year, reported on without a "going concern" or like qualification or exception, or qualification arising out of the scope of the audit, by independent certified public accountants of nationally recognized standing; and

(e) concurrently with the delivery of the financial statements referred to in subsection 7.1(b), the unaudited balance sheet of each Joint Venture any of the interests in which is owned by a Restricted Subsidiary, as at the end of each such quarter of such Joint Venture, and the related unaudited consolidated statements of income and retained earnings and of cash flows of such Joint Venture, for such month and the portion of the fiscal year through the end of such month, setting forth in each case in comparative form the figures for the previous year, in each case received by the Borrower or any of its Subsidiaries during such fiscal quarter;

all such financial statements shall be complete and correct in all material respects and shall be prepared in reasonable detail and (except for the financial statements of any Joint Venture) in accordance with GAAP applied consistently throughout the periods reflected therein and with prior periods (except as approved by such accountants or officer, as the case may be, and disclosed therein and, with respect to unaudited interim financial statements, for the absence of footnotes and year-end adjustments).

Section 7.2 Certificates; Other Information. Furnish to the Administrative Agent, with copies for the Lenders:

(a) concurrently with the delivery of the financial statements referred to in subsection 7.1(a), a certificate of the independent certified public accountants reporting on such financial statements stating that in making the examination necessary therefor no knowledge was obtained of any Default or Event of Default relating to accounting issues, except as specified in such certificate;

(b) concurrently with the delivery of the financial statements referred to in subsections 7.1(a) and 7.1(b), a certificate of a Responsible Officer of the Borrower, (i) stating that, to the best of such Officer's knowledge, the Borrower and its Subsidiaries during such period have observed or performed all of their respective covenants and other agreements, and satisfied every condition, contained in this Agreement and in the Revolving Credit Notes and the other Loan Documents to be observed, performed or satisfied by them, and that such Officer has obtained no knowledge of any Default or Event of Default except as specified in such certificate, and (ii) setting forth in reasonable detail the calculation of the covenants set forth in Section 8.1 for the Calculation Period ending on the last day of such fiscal quarter;

(c) not later than thirty days after the beginning of each fiscal year of the Borrower, a copy of the projections by the Borrower of the operating budget and cash flow budget of the Borrower for such fiscal year, such projections to be accompanied by a certificate of a Responsible Officer to the effect that such projections have been prepared on the basis of sound financial planning practice and that such Officer has no reason to believe they are incorrect or misleading in any material respect;

(d) within five days after the same are sent, copies of all financial statements and reports which the Borrower sends to the holders of its Capital Stock, and within five days after the same are filed, copies of all financial statements and reports which the Borrower may make to, or file with, the Securities and Exchange Commission or any successor or analogous Governmental Authority;

(e) upon the request of any Lender, and to the extent the same have been received by the Borrower or any of its Subsidiaries, a copy of the projections by each Joint Venture any of the interests in which is owned by a Restricted Subsidiary, as the case may be, of the operating budget and cash flow budget of such Joint Venture for the succeeding fiscal year;

(f) upon the request of any Lender, and to the extent the same have been received by the Borrower or any of its Subsidiaries, within thirty days of the end of each of the quarterly periods of each fiscal year of each Joint Venture any of the interests in which is owned by a Restricted Subsidiary, a list of all shippers that have used such Joint Venture during such quarterly period and the volumes and revenues attributable to each such shipper;

(g) upon the request of any Lender, and to the extent the same have been received by the Borrower or any of its Subsidiaries, copies of all compliance certificates delivered by each Joint Venture any of the interests in which is owned by a Restricted Subsidiary, pursuant to any credit agreement to which such Joint Venture is a party;

(h) upon the request of any Lender, within five days after the same are received by the Borrower, a copy of any FERC Form 2 for any Joint Venture any of the interests in which is owned by a Restricted Subsidiary;

(i) concurrently with the delivery of the financial statements referred to in subsection 7.1(a), a certificate signed by the President, Chief Executive Officer, Chief Operating Officer or Chief Financial Officer of the Borrower in the form of Exhibit N hereto. Further, if requested by the Required Lenders (by notice to the Administrative Agent, which will give notice of such request to the Borrower and each Lender), the Borrower shall permit and cooperate with an environmental and safety review made in connection with the operations of Borrower's properties once during each fiscal year of the Borrower, by independent environmental consultants chosen by the Borrower and acceptable to the Required Lenders, which review shall, if requested by such Lender or Lenders, be arranged and supervised by environmental legal counsel for the Lenders, all at the Borrower's cost and expense. The consultant shall render a verbal or written report, as specified by the Lenders, based upon such review, at the Borrower's cost and expense. Notwithstanding anything in this paragraph (i) to the contrary, the maximum amount of cost and expense for which the Borrower shall be responsible with respect to any such review in any fiscal year shall be \$25,000;

(j) promptly upon the knowledge of any Responsible Officer of the Borrower, a notice of any material change in EPEPC's percentage ownership of the Capital Stock of the Borrower, including, without limitation, any change resulting from any contribution by or on behalf of EPEPC for which it receives equity or any issuance of additional Units (other than the issuance of Units pursuant to exercises of options or other derivative securities granted to current or former employees of the Borrower or the El Paso Group);

(k) concurrently with the delivery of the financial statements referred to in subsections 7.1(a) and 7.1(b), a throughput report setting forth the throughputs of each pipeline owned by the Borrower or any Restricted Subsidiary; and

(l) promptly, such additional financial and other information concerning any Loan Party, any Unrestricted Subsidiary or any Joint Venture as any Lender may from time to time reasonably request.

Section 7.3 Payment of Obligations. Pay, discharge or otherwise satisfy at or before maturity or before they become delinquent, as the case may be, all its obligations of whatever nature, except where the amount or validity thereof is currently being contested in good faith by appropriate proceedings and reserves in conformity with GAAP with respect thereto have been provided on the books of the Borrower or its Subsidiaries, as the case may be, and except where the failure to so pay, discharge or satisfy such obligations could not reasonably be expected to have a Material Adverse Effect.

Section 7.4 Conduct of Business and Maintenance of Existence. Continue to engage in business of the same general type as now conducted by it and preserve, renew and keep in full force and effect its corporate existence and take all reasonable action to maintain all rights, privileges and franchises necessary or desirable in the normal conduct of its business; comply with all Contractual Obligations and Requirements of Law except to the extent that failure to comply therewith could not, in the aggregate, reasonably be expected to have a Material Adverse Effect.

Section 7.5 Maintenance of Property; Insurance. Keep all property useful and necessary in its business in good working order and condition; maintain with financially sound and reputable insurance companies insurance on all its property and its business in at least such amounts and against at least such risks (but including in any event fire, casualty, public liability, environmental liability and product liability) as are usually insured against in the same general area by companies engaged in the same or a similar business; and furnish to each Lender, upon written request, full information as to the insurance carried. Upon demand by any Lender (by notice to the Administrative Agent, which shall give notice of such demand to the Borrower and each Lender) any insurance policies covering Collateral shall be endorsed to provide that such policies may not be cancelled or reduced or affected in any material manner for any reason without 15 days prior notice to the Lenders. The Borrower shall, and shall cause each of its Restricted Subsidiaries to, at all times maintain liability and other insurance in accordance with and in the amounts set forth on the schedule delivered pursuant to subsection 6.1(p)(ii), which insurance shall be by financially sound and reputable insurers.

Section 7.6 Inspection of Property; Books and Records; Discussions. Keep proper books of records and accounts in which full, true and correct entries in conformity with GAAP and all Requirements of Law shall be made of all dealings and transactions in relation to its business and activities; and permit representatives of any Lender to visit and inspect any of its properties and examine and make abstracts from any of its books and records at any reasonable time and as often as may reasonably be desired and to discuss the business, operations, properties and financial and other condition of the Borrower and its Restricted Subsidiaries with officers

and employees of the Borrower and its Restricted Subsidiaries and with its independent certified public accountants.

Section 7.7 Notices. Promptly give notice to the Administrative Agent and each Lender of:

(a) the occurrence of any Default or Event of Default;

(b) any (i) default or event of default under any Contractual Obligation of the Borrower or any of its Subsidiaries or (ii) litigation, investigation or proceeding which may exist at any time between the Borrower or any of its Subsidiaries and any Governmental Authority, which in either case, if not cured or if adversely determined, as the case may be, could reasonably be expected to have a Material Adverse Effect;

(c) any litigation or proceeding affecting the Borrower or any of its Subsidiaries in which the amount involved is \$5,000,000 or more and not covered by insurance or in which injunctive or similar relief is sought;

(d) the following events, as soon as possible and in any event within 30 days after the Borrower knows or has reason to know thereof: (i) the occurrence or expected occurrence of any Reportable Event with respect to any Plan, a failure to make any required contribution to a Plan, the creation of any Lien in favor of the PBGC or a Plan or any withdrawal from, or the termination, Reorganization or Insolvency of, any Multiemployer Plan or (ii) the institution of proceedings or the taking of any other action by the PBGC or the Borrower or any Commonly Controlled Entity or any Multiemployer Plan with respect to the withdrawal from, or the terminating, Reorganization or Insolvency of, any Plan; and

(e) any development or event which could reasonably be expected to have a Material Adverse Effect or cause the incurrence of an environmental liability in excess of the Material Environmental Amount.

Each notice pursuant to this Section shall be accompanied by a statement of a Responsible Officer setting forth details of the occurrence referred to therein and stating what action the Borrower proposes to take with respect thereto.

#### Section 7.8 Environmental Laws.

(a) Comply with, and ensure compliance by all tenants and subtenants, if any, with, all applicable Environmental Laws and obtain and comply with and maintain, and ensure that all tenants and subtenants obtain and comply with and maintain, any and all licenses, approvals, notifications, registrations or permits required by applicable Environmental Laws except to the extent that failure to do so could not reasonably be expected to have a Material Adverse Effect;

(b) Conduct and complete all investigations, studies, sampling and testing, and all remedial, removal and other actions required under Environmental Laws and promptly comply with all lawful orders and directives of all Governmental Authorities regarding Environmental Laws except to the extent that the same are being contested in good faith by



appropriate proceedings and the pendency of such proceedings could not reasonably be expected to have a Material Adverse Effect; and

(c) Defend, indemnify and hold harmless the Administrative Agent and the Lenders, and their respective employees, agents, officers and directors, from and against any and all claims, demands, penalties, fines, liabilities, settlements and damages, and reasonable costs and expenses, of whatever kind or nature known or unknown, contingent or otherwise, arising out of, or in any way relating to the violation of, noncompliance with or liability under, any Environmental Law applicable to the operations of the Borrower, any of its Subsidiaries or the Properties, or any orders, requirements or demands of Governmental Authorities related thereto, including, without limitation, attorney's and consultant's fees, investigation and laboratory fees, response costs, court costs and litigation expenses, REGARDLESS OF WHETHER OR NOT SUCH INDEMNIFIED LIABILITIES ARE IN ANY WAY OR TO ANY EXTENT CAUSED, IN WHOLE OR IN PART, BY ANY NEGLIGENT ACT OR OMISSION OF THE PARTY SEEKING INDEMNIFICATION THEREFORE; provided that the Borrower shall have no obligation hereunder to the extent that any of the foregoing arise out of the gross negligence or willful misconduct of the party seeking indemnification therefor. The agreements in this paragraph shall survive repayment of the Revolving Credit Notes and all other amounts payable hereunder.

Section 7.9 Maintenance of Liens of the Security Documents. Promptly, upon the request of the Administrative Agent, at the Borrower's expense, execute, acknowledge and deliver, or cause the execution, acknowledgement and delivery of, and thereafter register, file or record, or cause to be registered, filed or recorded, in an appropriate governmental office, any document or instrument supplemental to or confirmatory of the Security Documents or otherwise deemed by the Administrative Agent necessary or desirable for the continued validity, perfection and priority of the Liens on the collateral covered thereby.

Section 7.10 Pledge of After-Acquired Property.

(a) With respect to any right, title or interest of any Loan Party in any Capital Stock or other property of a type subject to the Security Documents and acquired after the Closing Date, promptly grant or cause to be granted to the Administrative Agent, for the benefit of the Lenders, a first Lien of record on all such Capital Stock and property (other than such Capital Stock and property subject to (i) prior Liens in existence at the time of acquisition thereof and not created in anticipation of such acquisition, in which case the Lien of the Lenders shall be of such priority as is permitted by such prior Lien and (ii) other Liens that are expressly permitted by this Agreement), upon terms substantially the same as those set forth in the Security Documents, and satisfy the conditions with respect thereto set forth in Section 6.1. The Borrower, at its own expense, shall execute, acknowledge and deliver, or cause its Restricted Subsidiaries to execute, acknowledge and deliver, and thereafter register, file or record, or cause its Restricted Subsidiaries to register, file or record, in an appropriate governmental office, any document or instrument deemed by the Administrative Agent to be necessary or desirable for the creation and perfection of the foregoing Liens and deliver Uniform Commercial Code searches in jurisdictions requested by the Administrative Agent with respect to such Capital Stock and other property and legal opinions requested by the Administrative Agent and shall pay, or cause to be paid, all taxes and fees related to such registration, filing or recording.

(b) With respect to any new Restricted Subsidiary created or acquired after the Closing Date by the Borrower, promptly cause such Restricted Subsidiary to execute and deliver to the Administrative Agent the Subsidiary Guarantee, and, if requested by the Administrative Agent, deliver to the Administrative Agent legal opinions relating to such Restricted Subsidiary and the Subsidiary Guarantee, which opinions shall be in form and substance, and from counsel, reasonably satisfactory to the Administrative Agent.

(c) Notwithstanding anything to the contrary in any Loan Document, neither the Borrower nor any Restricted Subsidiary shall be obligated to (a) pledge under the Loan Documents any of its equity interest in any Joint Venture if such pledge is prohibited by any Contractual Obligation, (b) pledge under the Loan Documents any of its real property or (c) pledge under the Loan Documents any Capital Stock in any Argo Unrestricted Subsidiary to the extent such Capital Stock is pledged to another Person in accordance with subsection 8.3(h).

(d) Notwithstanding anything to the contrary in any Loan Document, if the Borrower or any Restricted Subsidiary has pledged its interest in any Joint Venture and the Borrower or such Restricted Subsidiary desires to make a contribution of or investment with such interest to or in a second Joint Venture in accordance with subsection 8.8(f), the Lien held by the Lenders upon such interest shall terminate as long as the interest held by the Borrower or Restricted Subsidiary in the second Joint Venture shall be subject to a Lien under the Loan Documents in accordance with subsection 8.8(f) unless otherwise agreed by the Required Lenders.

#### Section 7.11 Agreements Respecting Unrestricted Subsidiaries.

(a) Operate each Unrestricted Subsidiary in such a manner as to make it apparent to all creditors of such Unrestricted Subsidiary that such Unrestricted Subsidiary is a legal entity separate and distinct from the Borrower or any Restricted Subsidiary and as such is solely responsible for its debts, and such manner shall include, but shall not be limited to, the maintenance of a separate board of directors for such Unrestricted Subsidiary.

(b) In connection with any Indebtedness, Guarantee Obligations or other obligations incurred by each Unrestricted Subsidiary, (i) incur such Indebtedness only on a basis which does not permit, allow or provide for recourse to the Borrower or any Restricted Subsidiary, and (ii) incur any such Indebtedness, Guarantee Obligations or other obligations in excess of \$500,000 only under a loan agreement, note, lease, instrument or other contractual obligation that expressly states that such Indebtedness is being incurred by such Unrestricted Subsidiary on a basis which is non-recourse to the Borrower and its Restricted Subsidiaries, provided that no such agreement, note, lease, instrument or other Obligation shall be required to include such statement if such agreement, note, lease, instrument or other obligation was in effect on the date such Subsidiary became an Unrestricted Subsidiary.

(c) Notwithstanding any provision of the Loan Documents to the contrary (i) the Borrower and the Restricted Subsidiaries may incur Guarantee Obligations supporting obligations of the Argo Unrestricted Subsidiaries that were assumed by the Argo Unrestricted Subsidiaries from Delos in connection with the formation of the Argo Unrestricted Subsidiaries, such Guarantee Obligations not to exceed \$10,000,000 and (ii) the Borrower and the Restricted

Subsidiaries may incur Guarantee Obligations (including Guarantee Obligations of which any lenders under the Argo Financing Documents are the beneficiaries) consisting of guarantees of performance obligations of Unrestricted Subsidiaries as long as such guarantees do not constitute guarantees of payment.

Section 7.12 Joint Venture Charters, Management Agreement, etc. Deliver to the Administrative Agent (a) any amendments to the Documents previously delivered, written waivers relating thereto and other side letters or agreements in writing affecting the terms thereof and (b) any Documents relating to any new Joint Venture any of the interests in which is owned by a Restricted Subsidiary.

Section 7.13 Amended and Restated Security Documents. Within 60 days of the Closing Date, the Borrower will deliver, and will cause each Person that is a party (or is required to be a party) to any Security Document, other than the Administrative Agent, to deliver, amended and restated Security Documents, together with supplemented and corrected schedules, exhibits or other documents, if any, that are necessary to accurately reflect the collateral existing as of the Closing Date that is pledged as security for the Borrower's and the Co-Borrower's obligations under this Agreement, and all other instruments or amendments to financing statements necessary to correct and maintain the perfection of the liens granted under the Security Documents to the Administrative Agent for the benefit of the Lenders.

#### ARTICLE VIII NEGATIVE COVENANTS

The Borrower hereby agrees that, so long as the Revolving Credit Commitments remain in effect, any Revolving Credit Note or any Letter of Credit remains outstanding and unpaid or any other amount is owing to any Lender or the Administrative Agent hereunder, the Borrower shall not, and (except with respect to Section 8.1) shall not permit any of its Restricted Subsidiaries to, directly or indirectly:

##### Section 8.1 Financial Condition Covenants.

(a) Tangible Net Worth. Permit Consolidated Tangible Net Worth at any time to be less than \$175,000,000 plus 75% of the Net Equity Proceeds received by the Borrower from the sale or issuance of any equity securities (including the Units) by the Borrower on and after the Closing Date;

(b) Interest Coverage Ratio. Permit for any Calculation Period the ratio of (i) Consolidated EBITDA for such period to (ii) Consolidated Interest Expense for such period to be less than 2.0 to 1.0;

(c) Senior Leverage Ratio. Permit, on the last day of any fiscal quarter of the Borrower, the ratio of (x) Consolidated Total Senior Indebtedness at such date to (y) the Consolidated EBITDA for the Calculation Period ending on such date to exceed 3.25 to 1.0; or

(d) Leverage Ratio. Permit, on the last day of any fiscal quarter of the Borrower, the ratio of (x) Consolidated Total Indebtedness at such date to (y) the Consolidated EBITDA for the Calculation Period ending on such date to exceed 5.0 to 1.0.

Section 8.2 Limitation on Indebtedness. Create, incur, assume or suffer to exist any Indebtedness, except:

(a) Indebtedness of the Borrower and its Subsidiaries under the Loan Documents;

(b) Indebtedness of the Borrower to any Subsidiary Guarantor, and of any Subsidiary Guarantor to the Borrower or any other Subsidiary Guarantor;

(c) Indebtedness permitted pursuant to Sections 8.3 and 8.8;

(d) Indebtedness of the Borrower and the Co-Borrower in respect of the Senior Subordinated Notes;

(e) Indebtedness incurred pursuant to any Hedge Agreement to the extent permitted by Section 8.22;

(f) Indebtedness (i) of any other Person existing at the time such other Person is merged with or into or became a Subsidiary of the Borrower or any Restricted Subsidiary or (ii) to which any asset is subject existing at the time such asset is acquired by the Borrower or any Restricted Subsidiary; provided that (A) no Default shall have occurred and be continuing at the time of, or after giving effect to, the incurring of such Indebtedness and (B) after giving effect to the incurrence of such Indebtedness the Borrower would be in pro forma compliance with the covenants set forth in Section 8.1;

(g) other unsecured Indebtedness of the Borrower in an aggregate principal amount not to exceed \$10,000,000 outstanding at any time less the aggregate amount of Guarantee Obligations incurred pursuant to subsection 8.4(f) then outstanding; and

(h) Indebtedness consisting of Guarantee Obligations permitted by subsections 8.4(e) and (f).

Section 8.3 Limitation on Liens. Create, incur, assume or suffer to exist any Lien upon any of its property, assets or revenues, whether now owned or hereafter acquired, except for:

(a) Liens for taxes not yet due or which are being contested in good faith by appropriate proceedings, provided that adequate reserves with respect thereto are maintained on the books of the Borrower or its Restricted Subsidiaries, as the case may be, in conformity with GAAP;

(b) carriers', warehousemen's, mechanics', materialmen's, repairmen's or other like Liens arising in the ordinary course of business which are not overdue for a period of more than 60 days or which are being contested in good faith by appropriate proceedings;

(c) pledges or deposits in connection with workers' compensation, unemployment insurance and other social security legislation and deposits securing liability to insurance carriers under insurance or self-insurance arrangements;

(d) deposits to secure the performance of bids, trade contracts (other than for borrowed money), leases, statutory obligations, surety and appeal bonds, performance bonds and other obligations of a like nature incurred in the ordinary course of business;

(e) easements, rights-of-way, restrictions and other similar encumbrances incurred in the ordinary course of business which, in the aggregate, are not substantial in amount and which do not in any case materially detract from the value of the property subject thereto or materially interfere with the ordinary conduct of the business of the Borrower or such Restricted Subsidiary;

(f) Liens created pursuant to construction, operating, farmout and maintenance agreements, space lease agreements, Joint Venture Charters and related documents (to the extent requiring a Lien on the equity interest of the Borrower or any Restricted Subsidiary, as the case may be, in the applicable Joint Venture is required thereunder), division orders, contracts for sale, transportation or exchange of oil and natural gas, unitization and pooling declarations and agreements, area of mutual interest agreements and other similar agreements, in each case having ordinary and customary terms and entered into in the ordinary course of business by the Borrower and its Restricted Subsidiaries;

(g) additional Liens securing Indebtedness and other obligations not to exceed \$1,000,000 at any one time outstanding;

(h) the Borrower and its Restricted Subsidiaries may pledge on a non-recourse basis their Capital Stock in any or all of the Argo Unrestricted Subsidiaries to secure Indebtedness of the Argo Unrestricted Subsidiaries under the Argo Financing Documents;

(i) Liens on the Collateral securing the Guarantee Obligations permitted by subsection 8.4(g) on a pari passu basis with the Liens on the Collateral securing the Obligations and guarantees thereof; and

(j) Liens created pursuant to the Loan Documents.

This Section 8.3 shall not restrict the ability of any Joint Venture or Unrestricted Subsidiary to create, incur, assume or suffer to exist any Lien on any of its property.

Section 8.4 Limitation on Guarantee Obligations. Create, incur, assume or suffer to exist any Guarantee Obligation except:

(a) Guarantee Obligations created pursuant to the Loan Documents;

(b) Guarantee Obligations of the Borrower or any Restricted Subsidiary incurred after the Closing Date in an aggregate amount not to exceed \$1,000,000 at any one time outstanding;

(c) Guarantee Obligations constituting performance guarantees provided in the ordinary course of business by the Borrower and its Restricted Subsidiaries supporting obligations of the Borrower and/or Restricted Subsidiaries which obligations have been incurred

in the ordinary course of business (including in connection with the operation, construction or acquisition of pipelines, platforms and related facilities);

(d) Guarantee Obligations of any Subsidiary Guarantor in respect of the Senior Subordinated Notes, provided that such Guarantee Obligations are subordinated to such Subsidiary Guarantor's obligations under the Loan Documents to the same extent as the obligations of the Borrower in respect of the Senior Subordinated Notes;

(e) Guarantee Obligations in an aggregate amount not to exceed \$11,500,000 at any one time outstanding incurred pursuant to clawback and other similar arrangements;

(f) Guarantee Obligations, in addition to those described in clauses (e) and (g) of this Section 8.4, incurred pursuant to clawback and other similar arrangements in an aggregate amount not to exceed \$10,000,000 outstanding at any time less the aggregate amount of Indebtedness incurred pursuant to subsection 8.2(g) then outstanding;

(g) Guarantee Obligations, in addition to those described in clauses (e) and (f) of this Section 8.4, of up to \$30,000,000 in the aggregate incurred pursuant to the Argo Clawback; and

(h) Guarantee Obligations permitted by subsection 7.11(c).

Section 8.5 Limitations on Fundamental Changes. Enter into any merger, consolidation or amalgamation, or liquidate, wind up or dissolve itself (or suffer any liquidation or dissolution), or make any material change in its present method of conducting business, except:

(a) any Restricted Subsidiary may be merged or consolidated with or into the Borrower (as long as the Borrower is the surviving entity) or any one or more Restricted Subsidiaries which is a Subsidiary Guarantor (provided that, if any of such Restricted Subsidiaries is not wholly owned by the Borrower and the General Partner, the Restricted Subsidiary or Restricted Subsidiaries in which the Borrower owns the greatest interest shall be the continuing or surviving corporation);

(b) any Restricted Subsidiary may sell, lease, transfer or otherwise dispose of any or all of its assets (upon voluntary liquidation or otherwise) to the Borrower or any other Restricted Subsidiary which is a Subsidiary Guarantor and in which, if not wholly owned by the Borrower and the General Partner, the Borrower owns at least the same percentage interests as the Borrower owns in the transferor Restricted Subsidiary; and

(c) the Borrower or any Restricted Subsidiary may enter into a merger, consolidation or share exchange with any other Person so long as:

(i) such transaction is permitted under Section 8.8;

(ii) such transaction shall be effected in such manner so that (A) if the Borrower is a party to such transaction, the Borrower is the surviving entity and (B) otherwise,

the Restricted Subsidiary shall be the continuing or surviving entity or the continuing or surviving entity shall become a Restricted Subsidiary;

(iii) at the time of such acquisition and after giving effect thereto, no Default or Event of Default shall have occurred and shall be continuing; and

(d) solely to effect any transaction permitted by subsection 8.6(b).

The transactions permitted under this Section 8.5 shall be permitted notwithstanding anything to the contrary in subsection 4(j) of each of the Borrower Pledge Agreement and the EPEPC Pledge Agreement.

Section 8.6 Limitation on Sale of Assets. Convey, sell, lease, assign, transfer or otherwise dispose of any of its property, business or assets (including, without limitation, receivables and leasehold interests), whether now owned or hereafter acquired, except:

(a) as permitted by Section 8.5;

(b) as long as no Default or Event of Default has occurred and is continuing or would result therefrom the Borrower and the Restricted Subsidiaries may sell or otherwise dispose of property in any fiscal year having an aggregate value not in excess of 5% of Consolidated Tangible Net Worth calculated on the last day of the prior fiscal quarter;

(c) the Borrower and its Restricted Subsidiaries may enter into customary farmout and operating agreements and customary agreements for exchanges of working interests;

(d) the Borrower and its Restricted Subsidiaries may sell or otherwise dispose of any or all of their oil and gas interests;

(e) the Borrower and its Restricted Subsidiaries may during the period commencing on the Closing Date to and including the Revolving Credit Termination Date exchange assets with El Paso (or a Subsidiary thereof) having a fair market value not to exceed \$20,000,000 in the aggregate for other assets as long as (i) each such exchange is for fair market value and is on fair and reasonable terms no less favorable to the Borrower or the applicable Restricted Subsidiary, as the case may be, than it would obtain in an arm's length transaction and (ii) the assets received in each such exchange become Collateral to the extent required by the Loan Documents;

(f) the Borrower and its Restricted Subsidiaries may sell or otherwise dispose of any Unrestricted Subsidiary; and

(g) as permitted by Section 8.8.

The transactions permitted under this Section 8.6 shall be permitted notwithstanding anything to the contrary in subsection 4(j) of each of the Borrower Pledge Agreement and the EPEPC Pledge Agreement.

Section 8.7 Limitation on Dividends. Declare or pay any dividend or distribution on (other than dividends, including splits, payable solely in non-mandatorily redeemable Capital Stock or mandatorily redeemable Capital Stock that does not require redemption prior to the first anniversary of the Revolving Credit Termination Date), or make any payment on account of, or set apart assets for a sinking or other analogous fund for, the purchase, redemption, defeasance, retirement or other acquisition of, any shares of any class of Capital Stock of the Borrower or any warrants or options to purchase any such Capital Stock, whether now or hereafter outstanding, or make any other distribution in respect thereof, either directly or indirectly, whether in cash or property or in obligations of the Borrower or any Restricted Subsidiary (such declarations, payments, setting apart, purchases, redemptions, defeasances, retirements, acquisitions and distributions being herein called "Restricted Payments"), except that as long as no Default or Event of Default has occurred and is continuing or would result therefrom, the Borrower may make Restricted Payments once each fiscal quarter consisting of cash distributions in accordance with the terms of the Partnership Agreement on its Units and the General Partnership Interest.

Section 8.8 Limitation on Investments, Loans and Advances. Make any advance, loan, extension of credit or capital contribution to, or purchase any stock, bonds, notes, debentures or other securities of or any assets constituting a business unit of, or make any other investment in, any Person, except:

(a) extensions of trade credit in the ordinary course of business;

(b) investments in Cash Equivalents;

(c) capital contributions, loans or other investments made by the Borrower to any Restricted Subsidiary which is a Subsidiary Guarantor and by any Restricted Subsidiary to the Borrower or any Restricted Subsidiary which is a Subsidiary Guarantor;

(d) capital contributions, loans or other investments by Subsidiaries of the Borrower or any Joint Venture to or in the Borrower or any Restricted Subsidiary, provided that no Default or Event of Default shall have occurred and be continuing, or would occur as a result of such investment;

(e) other non-hostile acquisitions of equity securities of, or assets constituting a business unit of, any Person (an "Acquired Business"), provided that (i) immediately prior to and after giving effect to any such acquisition, no Default or Event of Default shall have occurred or be continuing (whether under Section 8.17 or otherwise), (ii) such acquisition is consummated in accordance with applicable law, (iii) if such acquisition is of equity securities of a Person, such Person becomes a Restricted Subsidiary, (iv) the Borrower shall be in pro forma compliance with the covenants set forth in Section 8.1 after giving effect to such acquisition and (v) the Acquired Business shall not be subject to any material liabilities which would be expressly prohibited by this Agreement after such acquisition;

(f) the contribution by the Borrower or any Restricted Subsidiary of the equity interests owned by it in a Joint Venture to another Joint Venture or the investment by the Borrower or any Restricted Subsidiary in another Joint Venture to the extent made with equity interests in a Joint Venture owned by it as long as (i) the Borrower or such Restricted Subsidiary receives in exchange equity



interests in such transferee Joint Venture and (ii) unless otherwise agreed by the Required Lenders, if the transferred equity interests are subject to a Lien under the Loan Documents, the equity interests received in exchange become subject to a Lien under the Loan Documents;

(g) capital contributions, loans or other investments, in addition to those otherwise permitted by Section 4.13 and subsections 8.8(a) through (f) and 8.8(h), in an aggregate amount not to exceed \$25,000,000 during any fiscal year of the Borrower beginning with the fiscal year commencing on January 1, 2001; and

(h) capital contributions, loans or other investments consisting of up to \$50,000,000 of cash and other assets to or in the Argo Unrestricted Subsidiaries.

#### Section 8.9 Limitation on Optional Payments and Modifications of Debt Instruments and Other Agreements.

(a) Make any optional payment or prepayment on, redemption of or purchase of, or voluntarily defease, or directly or indirectly voluntarily or optionally purchase, redeem, retire or otherwise acquire, the Senior Subordinated Notes or any other Indebtedness or Guarantee Obligations (other than the Revolving Credit Loans), or make any payment under or on account of the Management Agreement except as required pursuant to the terms thereof, (b) amend, modify or change, or consent or agree to any amendment, modification or change to, any of the terms of the Senior Subordinated Notes or the Senior Subordinated Note Indentures (other than any such amendment, modification or change which would extend the maturity or reduce the amount of any payment of principal thereof or which would reduce the rate or extend the date for payment of interest thereon), (c) amend, modify or change, or consent or agree to any amendment, modification or change to, any of the terms of any Indebtedness or Guarantee Obligations other than the Senior Subordinated Notes, and Guarantee Obligations in respect thereof (other than any such amendment, modification or change which would extend the maturity or reduce the amount of any payment of principal thereof or which would reduce the rate or extend the date for payment of interest thereon), except to the extent the same could not reasonably be expected to have a Material Adverse Effect, (d) amend, modify or change, or consent to any amendment, modification or change to, any of the terms of, the Partnership Agreement, the Borrower's certificate of limited partnership, the Management Agreement, the El Paso Agreement or any Joint Venture Charter, except to the extent the same could not reasonably be expected to have a Material Adverse Effect, (e) waive or otherwise relinquish any of its rights or causes of action arising out of the Partnership Agreement, the Borrower's certificate of limited partnership, the Management Agreement or any Joint Venture Charter, except to the extent the same could not reasonably be expected to have a Material Adverse Effect or (f) designate any Indebtedness as "Designated Senior Indebtedness" under the Senior Subordinated Note Indentures without the consent of the Administrative Agent (other than the Obligations). Notwithstanding any provision contained in this Section 8.9, the Borrower and its Restricted Subsidiaries shall have the absolute right to amend any Joint Venture Charter to the extent necessary or reasonably appropriate to evidence the substitution, replacement or other changes of partners, members or owners in any Joint Venture not in violation of Section 8.19 or Section 8.21.

Section 8.10 Limitation on Transactions with Affiliates. Subject to the rights set forth in Section 8.13, enter into any transaction, including, without limitation, any purchase, sale, lease or exchange of property or the rendering of any service, with any Affiliate unless such transaction is (a) otherwise permitted under this Agreement, and (b) except for the Management Agreement and the El Paso Agreement, upon fair and reasonable terms no less favorable to the Borrower or such Restricted Subsidiary, as the case may be, than it would obtain in a comparable arm's length transaction with a Person which is not an Affiliate.

Section 8.11 Limitation on Sales and Leasebacks. Enter into any arrangement with any Person providing for the leasing by the Borrower or any Restricted Subsidiary of real or personal property which has been or is to be sold or transferred by the Borrower or such Restricted Subsidiary to such Person or to any other Person to whom funds have been or are to be advanced by such Person on the security of such property or rental obligations of the Borrower or such Restricted Subsidiary, except that Petal Gas Storage may enter into a sale and leaseback arrangement of the Petal Gas Storage Facilities and the intended improvements to be made thereto in connection with the 20 year, fixed reservation contract with The Southern Company; provided, that the obligations incurred (or guaranteed) under such sale and leaseback arrangement shall not exceed in the aggregate \$140,000,000.

Section 8.12 Limitation on Changes in Fiscal Year. Permit the fiscal year of the Borrower to end on a day other than December 31.

Section 8.13 Limitation on Lines of Business. Enter into any business, either directly or through any Subsidiary or Joint Venture, except for (a) gathering, transporting (by barge, pipeline, ship, truck or other modes of hydrocarbon transportation), terminalling, storing, producing, acquiring, developing, exploring for, processing, dehydrating, fractionating and otherwise handling hydrocarbons, including, without limitation, constructing pipeline, platform, dehydration, processing and other energy-related facilities, and activities or services reasonably related or ancillary thereto and (b) other businesses as long as the consolidated total assets principally relating to such other businesses do not exceed 3% of the consolidated total assets of the Borrower and its Restricted Subsidiaries at any time.

Section 8.14 Corporate Documents. Permit the amendment or modification of the limited liability company agreement or certificate of formation or incorporation of any Restricted Subsidiary if such amendment could reasonably be expected to have a Material Adverse Effect, or would authorize or issue any Capital Stock not authorized or issued on the Closing Date, except to the extent such authorization or issuance would have the same substantive effect as any transaction permitted by Section 8.5 or 8.6.

Section 8.15 Compliance with ERISA.

(a) Terminate any Plan so as to result in any material liability to PBGC, (b) engage in any "prohibited transaction" (as defined in Section 4975 of the Code) involving any Plan which could result in a material liability for an excise tax or civil penalty in connection therewith, (c) incur or suffer to exist any material "accumulated funding deficiency" (as defined in Section 302 of ERISA), whether or not waived involving any Plan, or (d) allow or suffer to

exist any event or condition, which presents a material risk of incurring a material liability to PBGC by reason of termination of any such Plan.

Section 8.16 Limitation on Restrictions Affecting Subsidiaries. Enter into, or suffer to exist, any agreement with any Person, other than the Lenders pursuant hereto and other than the arrangements described in subsections 8.2(c) and 8.4(d) or which exist on the Closing Date, which prohibits or limits the ability of any Restricted Subsidiary to (a) pay dividends or make other distributions or pay any Indebtedness owed to the Borrower or any Restricted Subsidiary, (b) make loans or advances to or make other investments in the Borrower or any Restricted Subsidiary, (c) transfer any of its properties or assets to the Borrower or any Restricted Subsidiary, (d) create, incur, assume or suffer to exist any Lien upon any of its property, assets or revenues, whether now owned or hereafter acquired.

Section 8.17 Creation of Restricted Subsidiaries. Create or acquire any new Restricted Subsidiary of the Borrower or any of its Restricted Subsidiaries, unless, immediately upon the creation or acquisition of any such Restricted Subsidiary, (a) such Restricted Subsidiary shall become party to the Subsidiaries Guarantee as a Subsidiary Guarantor pursuant to an addendum thereto or other documentation in form and substance reasonably satisfactory to the Administrative Agent, (b) such Restricted Subsidiary shall become party to the Subsidiary Security Agreement as a grantor pursuant to an addendum thereto or other documentation in form and substance reasonably satisfactory to the Administrative Agent, and all actions required to perfect the Liens granted thereby, all filings required thereunder and all consents necessitated thereby shall have been taken, made or obtained, (c) all Capital Stock issued by such Restricted Subsidiary owned by the Borrower or any other Restricted Subsidiary shall have been pledged to the Administrative Agent pursuant to an addendum or amendment to the Borrower Pledge Agreement or other documentation in form and substance satisfactory to the Administrative Agent, (d) all corporate, company, partnership or other proceedings, and all documents, instruments and other legal matters in connection with the creation of such Restricted Subsidiary and the transactions contemplated by this Section 8.17 shall be reasonably satisfactory in form and substance to the Administrative Agent, and the Administrative Agent shall have received such other documents and legal opinions in respect of any aspect or consequence of such creation or such transactions as it shall reasonably request and (e) no Default or Event of Default shall have occurred and be continuing after giving effect thereto.

Section 8.18 Hazardous Materials. Except to the extent that the same could not reasonably be expected to have a Material Adverse Effect, permit the manufacture, storage, transmission or presence of any Hazardous Materials over or upon any of its properties except in accordance with all applicable Requirements of Law or release, discharge or otherwise dispose of any Hazardous Materials on any of its properties except that the Borrower and its Restricted Subsidiaries may treat, store and transport petroleum, its derivatives, by-products and other hydrocarbons, hydrogen sulfide and sulfur dioxide in the ordinary course of their business.

Section 8.19 Holding Companies. Notwithstanding any other provisions of this Agreement and the other Loan Documents, permit any Restricted Subsidiary which is a general partner in or owner of a general partnership interest in a Joint Venture to incur or suffer to exist any obligations or indebtedness of any kind, whether contingent or fixed (excluding any contingent liability of such Restricted Subsidiary to creditors of such Joint Venture arising solely

as a result of its status as a general partner or owner of such Joint Venture and Guarantee Obligations referred to in subsections 8.4(d), 8.4(e), 8.4(f), 8.4(g) and 8.4(h)) or create or suffer to exist any Liens, in each case except to the extent any such obligations, indebtedness or Liens arise under or pursuant to the Joint Venture Charter for such Joint Venture as in effect on the Closing Date (or, if later, the date of acquisition or formation of such Joint Venture) or the Loan Documents or are otherwise permitted by the Loan Documents; or permit any Restricted Subsidiary which is a general partner in or owner of a general partnership interest in a Joint Venture to acquire any property or asset after the Closing Date (or, if later, the date of acquisition or formation of such Joint Venture) except for distributions made to it by such Joint Venture; or permit any Restricted Subsidiary which is a general partner in or owner of a general partnership interest in a Joint Venture to engage in any business or activity other than holding the general partnership interest in (or other ownership interest) such Joint Venture held by it on the Closing Date (or, if later, the date of formation of such Joint Venture).

Section 8.20 No Voluntary Termination of Joint Venture Charters. Permit any Restricted Subsidiary which is a partner in, or owner of any interest in, any Joint Venture to voluntarily terminate any Joint Venture Charter and liquidate such Joint Venture to the extent permitted thereunder.

Section 8.21 Actions by Joint Ventures. (a) Consent or agree to or acquiesce in any Joint Venture the interests in which are owned by a Restricted Subsidiary adversely changing its policy of making distributions of available cash to partners, or (b) so long as any interest therein is owned by a Restricted Subsidiary, consent or agree to or acquiesce in any Joint Venture's taking any actions that could reasonably be expected to have a Material Adverse Effect.

Section 8.22 Hedging Transactions. Enter into any interest rate, cross-currency, commodity, equity or other security, swap, collar or similar hedging agreement or purchase any option to purchase or sell or to cap any interest rate, cross-currency, commodity, equity or other security, in any such case, other than to hedge risk exposures in the operation of its business, ownership of assets or the management of its liabilities; provided, however, that such permitted hedging agreements, including, without limitation, any Commodity Hedging Programs, shall not exceed 80% of annual production at any time.

#### ARTICLE IX EVENTS OF DEFAULT

If any of the following events shall occur and be continuing:

(a) The Borrower shall fail to pay any principal of any Revolving Credit Note or any Reimbursement Obligation which is not funded by a Loan when due in accordance with the terms thereof or hereof; or the Borrower shall fail to pay any interest on any Revolving Credit Note, or any other amount payable hereunder, within five days after any such interest or other amount becomes due in accordance with the terms thereof or hereof; or

(b) Any representation or warranty made or deemed made by the Borrower or any other Loan Party herein or in any other Loan Document or which is contained in any certificate, document or financial or other statement furnished at any time under or in connection

with this Agreement shall prove to have been incorrect in any material respect on or as of the date made or deemed made; or

(c) The Borrower shall default in the observance or performance of any agreement contained in Article VIII (other than subsection 8.1(a)) or in Section 7.11 or 7.13; or any Loan Party shall default in the observance or performance of any agreement contained in Section 5(h), (i), (j) or (o) of the Borrower Security Agreement or the Subsidiary Security Agreement, or Section 5(h), (i), (j) or (m) of the EPEPC Security Agreement, Section 9(j) of the EPEPC Guarantee, Section 4(b) of the Borrower Pledge Agreement or Section 5(b) of the EPEPC Pledge Agreement; or the Borrower shall default in the observance or performance of any agreement contained in subsection 8.1(a) and such default shall continue uncured for a period of 15 days; or

(d) The Borrower or any other Loan Party shall default in the observance or performance of any other agreement contained in this Agreement or any other Loan Document (other than as provided in paragraphs (a) through (c) of this Section), and such default shall continue unremedied for a period of 30 days after receipt of written notice thereof from the Administrative Agent or any Lender; or

(e) Any Loan Party or any Restricted Subsidiary of the Borrower shall (i) default in any payment of principal of or interest on any Indebtedness (other than the Revolving Credit Notes) or in the payment of any Guarantee Obligation, beyond the period of grace (not to exceed 30 days), if any, provided in the instrument or agreement under which such Indebtedness or Guarantee Obligation was created; or (ii) default in the observance or performance of any other agreement or condition relating to any such Indebtedness or Guarantee Obligation or contained in any instrument or agreement evidencing, securing or relating thereto, or any other event shall occur or condition exist, the effect of which default or other event or condition is to cause, or to permit the holder or holders of such Indebtedness or beneficiary or beneficiaries of such Guarantee Obligation (or a trustee or agent on behalf of such holder or holders or beneficiary or beneficiaries) to cause, with the giving of notice if required, such Indebtedness to become due prior to its stated maturity or such Guarantee Obligation to become payable; provided, however, that the aggregate principal amount of Indebtedness and Guarantee Obligations with respect to which such defaults shall have occurred shall equal or exceed \$5,000,000; or

(f) (i) Any Loan Party or any Restricted Subsidiary of the Borrower shall commence any case, proceeding or other action (A) under any existing or future law of any jurisdiction, domestic or foreign, relating to bankruptcy, insolvency, reorganization or relief of debtors, seeking to have an order for relief entered with respect to it, or seeking to adjudicate it a bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, winding-up, liquidation, dissolution, composition or other relief with respect to it or its debts, or (B) seeking appointment of a receiver, trustee, custodian, conservator or other similar official for it or for all or any substantial part of its assets, or any Loan Party or any Subsidiary of the Borrower shall make a general assignment for the benefit of its creditors; or (ii) there shall be commenced against any Loan Party or any Restricted Subsidiary of the Borrower any case, proceeding or other action of a nature referred to in clause (i) above which (A) results in the entry of an order for relief or any such adjudication or appointment or (B) remains undismissed, undischarged or

unbonded for a period of 60 days; or (iii) there shall be commenced against any Loan Party or any Restricted Subsidiary of the Borrower any case, proceeding or other action seeking issuance of a warrant of attachment, execution, distraint or similar process against all or any substantial part of its assets which results in the entry of an order for any such relief which shall not have been vacated, discharged, or stayed or bonded pending appeal within 60 days from the entry thereof; or (iv) any Loan Party or any Restricted Subsidiary of the Borrower shall take any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the acts set forth in clause (i), (ii), or (iii) above; or (v) any Loan Party or any Restricted Subsidiary of the Borrower shall generally not, or shall be unable to, or shall admit in writing its inability to, pay its debts as they become due; or

(g) (i) Any Person shall engage in any "prohibited transaction" (as defined in Section 406 of ERISA or Section 4975 of the Code) involving any Plan, (ii) any "accumulated funding deficiency" (as defined in Section 302 of ERISA), whether or not waived, shall exist with respect to any Plan or any Lien in favor of the PBGC or a Plan shall arise on the assets of the Borrower or any Commonly Controlled Entity, (iii) a Reportable Event shall occur with respect to, or proceedings shall commence to have a trustee appointed, or a trustee shall be appointed, to administer or to terminate, any Single Employer Plan, which Reportable Event or commencement of proceedings or appointment of a trustee is, in the reasonable opinion of the Required Lenders, likely to result in the termination of such Plan for purposes of Title IV of ERISA, (iv) any Single Employer Plan shall terminate for purposes of Title IV of ERISA, (v) the Borrower or any Commonly Controlled Entity shall, or in the reasonable opinion of the Required Lenders is likely to, incur any liability in connection with a withdrawal from, or the Insolvency or Reorganization of, a Multiemployer Plan or (vi) any other event or condition shall occur or exist with respect to a Plan; and in each case in clauses (i) through (vi) above, such event or condition, together with all other such events or conditions, if any, could have a Material Adverse Effect; or

(h) One or more judgments or decrees shall be entered against the Borrower or any of its Restricted Subsidiaries involving in the aggregate a liability (not paid or fully covered by insurance) of \$5,000,000 or more, and all such judgments or decrees shall not have been vacated, discharged, stayed or bonded pending appeal within 60 days from the entry thereof;

(i) If at any time the Borrower or any Restricted Subsidiary shall become liable for remediation and/or environmental compliance expenses and/or fines, penalties or other charges which, in the aggregate, are in excess of the Material Environmental Amount for any Loan Party and the Restricted Subsidiaries; or

(j) For any reason (other than any act on the part of the Administrative Agent or the Lenders) any Security Document or any Guarantee ceases to be in full force and effect or any party thereto (other than the Administrative Agent or the Lenders) shall so assert in writing or the Lien intended to be created by any Security Document ceases to be or is not a valid and perfected Lien having the priority contemplated thereby; or

(k) A Change of Control shall occur; or

(l) Except in connection with transactions permitted by Section 8.5 and subsection 8.6(b), the Borrower shall cease to own legally and beneficially at least the percentage of the managing limited liability company or other equity interest in each Restricted Subsidiary of the Borrower which is a limited liability company owned by it on the date hereof (or, if later, the date of acquisition or formation of such Subsidiary); or EPEPC and the Borrower together shall cease to own legally and beneficially the percentage of the equity interest in each Restricted Subsidiary of the Borrower owned by it on the date hereof (or, if later, the date of acquisition or formation of such Subsidiary); or

(m) Any Person that owns an equity interest in any Joint Venture shall exercise its rights and remedies (other than dilution of the equity interests owned by the Borrower and its Restricted Subsidiaries in any Joint Venture pursuant to contractual dilution provisions existing with respect to the Joint Ventures) with respect to its Lien on any equity interest in such Joint Venture the equity interest in which has been pledged to such Person; provided that in the case of clause (ii), the amount of claims secured by such Lien shall equal or exceed \$5,000,000 and such claim shall not have been vacated, discharged, stayed or bonded pending appeal within 30 days from the entry thereof; or

(n) (i) The Management Agreement shall cease to be in full force and effect prior to the end of the initial term thereof substantially as in effect on the date hereof; or (ii) DeepTech International, Inc. or El Paso or any of its wholly-owned Subsidiaries shall default in the observance or performance of any material provision of the Management Agreement; or

(o) (i) The El Paso Agreement shall cease to be in full force and effect prior to the end of the initial term thereof substantially as in effect on the date hereof; or (ii) El Paso or any of its wholly-owned Subsidiaries shall default in the observance or performance of any material provision of the El Paso Agreement, including, without limitation, the failure to make any payment to the Borrower when due under Section 2 of the El Paso Agreement; or

(p) the Senior Subordinated Notes or the guarantees thereof shall cease, for any reason, to be validly subordinated to the Obligations or the obligations of the Subsidiary Guarantors under the Loan Documents to which they are parties, as the case may be, as provided in the Senior Subordinated Note Indentures, or any Loan Party, any Affiliate of any Loan Party, the trustee in respect of the Senior Subordinated Notes or the holders of at least 25% in aggregate principal amount of a series of such Senior Subordinated Notes shall so assert;

then, and in any such event, (A) if such event is an Event of Default specified in clause (i) or (ii) of paragraph (f) above with respect to the Borrower, automatically the Revolving Credit Commitments shall immediately terminate and the Revolving Credit Loans hereunder (with accrued interest thereon) and all other amounts owing under this Agreement (including, without limitation, all amounts of L/C Obligations, whether or not the beneficiaries of the then outstanding Letters of Credit shall have presented the documents required thereunder) and the Revolving Credit Notes shall immediately become due and payable, and (B) if such event is any other Event of Default, either or both of the following actions may be taken: (i) with the consent of the Required Lenders, the Administrative Agent may, or upon the request of the Required Lenders, the Administrative Agent shall, by notice to the Borrower declare the Revolving Credit Commitments to be terminated forthwith, whereupon the Revolving Credit Commitments shall

immediately terminate; and (ii) with the consent of the Required Lenders, the Administrative Agent may, or upon the request of the Required Lenders, the Administrative Agent shall, by notice to the Borrower, declare the Revolving Credit Loans hereunder (with accrued interest thereon) and all other amounts owing under this Agreement (including, without limitation, all amounts of L/C Obligations, whether or not the beneficiaries of the then outstanding Letters of Credit shall have presented the documents required thereunder) and the Revolving Credit Notes to be due and payable forthwith, whereupon the same shall immediately become due and payable. If presentment for honor under any Letter of Credit shall not have occurred at the time of an acceleration pursuant to the preceding sentence, the Borrower shall at such time deposit in a cash collateral account opened by the Administrative Agent an amount equal to the aggregate then undrawn and unexpired amount of the Letters of Credit. The Borrower hereby grants to the Administrative Agent, for the benefit of the Issuing Bank and the Lenders, a security interest in such cash collateral to secure all obligations of the Borrower under this Agreement and the other Loan Documents. Amounts held in such cash collateral account shall be applied by the Administrative Agent to the payment of drafts drawn under such Letters of Credit, and the unused portion thereof after all such Letters of Credit shall have expired or been fully drawn upon, if any, shall be applied to repay other obligations of the Borrower hereunder and under the Revolving Credit Notes. After all such Letters of Credit shall have expired or been fully drawn upon, all Reimbursement Obligations shall have been satisfied and all other obligations of the Borrower hereunder and under the Revolving Credit Notes shall have been paid in full, the balance, if any, in such cash collateral account shall be returned to the Borrower. The Borrower shall execute and deliver to the Administrative Agent, for the account of the Issuing Bank and the Lenders, such further documents and instruments as the Administrative Agent may request to evidence the creation and perfection of the within security interest in such cash collateral account. Except as expressly provided above in this Section, presentment, demand, protest, notice of intent to accelerate, notice of acceleration and all other notices of any kind are hereby expressly waived.

ARTICLE X  
THE ADMINISTRATIVE AGENT

Section 10.1 Appointment. Each Lender hereby irrevocably designates and appoints The Chase Manhattan Bank as the Administrative Agent of such Lender under this Agreement and the other Loan Documents, and each such Lender irrevocably authorizes The Chase Manhattan Bank, as the Administrative Agent for such Lender, to take such action on its behalf under the provisions of this Agreement and the other Loan Documents and to exercise such powers and perform such duties as are expressly delegated to the Administrative Agent by the terms of this Agreement and the other Loan Documents, together with such other powers as are reasonably incidental thereto. Notwithstanding any provision to the contrary elsewhere in this Agreement, the Administrative Agent shall not have any duties or responsibilities, except those expressly set forth herein, or any fiduciary relationship with any Lender, and no implied covenants, functions, responsibilities, duties, obligations or liabilities shall be read into this Agreement or any other Loan Document or otherwise exist against the Administrative Agent.

Section 10.2 Delegation of Duties. The Administrative Agent may execute any of its duties under this Agreement and the other Loan Documents by or through agents or attorneys-in-



fact and shall be entitled to advice of counsel concerning all matters pertaining to such duties. The Administrative Agent shall not be responsible for the negligence or misconduct of any agents or attorneys in-fact selected by it with reasonable care.

Section 10.3 Exculpatory Provisions. Neither the Administrative Agent nor any of its officers, directors, employees, agents, attorneys-in-fact or Affiliates shall be (i) liable for any action lawfully taken or omitted to be taken by it or such Person under or in connection with this Agreement or any other Loan Document (except for its or such Person's own gross negligence or willful misconduct) or (ii) responsible in any manner to any of the Lenders for any recitals, statements, representations or warranties made by the Borrower or any officer thereof contained in this Agreement or any other Loan Document or in any certificate, report, statement or other document referred to or provided for in, or received by the Administrative Agent under or in connection with, this Agreement or any other Loan Document or for the value, validity, effectiveness, genuineness, enforceability or sufficiency of this Agreement or the Revolving Credit Notes or any other Loan Document or for any failure of the Borrower to perform its obligations hereunder or thereunder. The Administrative Agent shall not be under any obligation to any Lender to ascertain or to inquire as to the observance or performance of any of the agreements contained in, or conditions of, this Agreement or any other Loan Document, or to inspect the properties, books or records of the Borrower.

Section 10.4 Reliance by Administrative Agent. The Administrative Agent shall be entitled to rely, and shall be fully protected in relying, upon any Revolving Credit Note, writing, resolution, notice, consent, certificate, affidavit, letter, telecopy, telex or teletype message, statement, order or other document or conversation believed by it to be genuine and correct and to have been signed, sent or made by the proper Person or Persons and upon advice and statements of legal counsel (including, without limitation, counsel to the Borrower), independent accountants and other experts selected by the Administrative Agent. The Administrative Agent may deem and treat the payee of any Revolving Credit Note as the owner thereof for all purposes unless a written notice of assignment, negotiation or transfer thereof shall have been filed with the Administrative Agent. The Administrative Agent shall be fully justified in failing or refusing to take any action under this Agreement or any other Loan Document unless it shall first receive such advice or concurrence of the Required Lenders as it deems appropriate or it shall first be indemnified to its satisfaction by the Lenders against any and all liability and expense which may be incurred by it by reason of taking or continuing to take any such action. The Administrative Agent shall in all cases be fully protected in acting, or in refraining from acting, under this Agreement and the Revolving Credit Notes and the other Loan Documents in accordance with a request of the Required Lenders, and such request and any action taken or failure to act pursuant thereto shall be binding upon all the Lenders and all future holders of the Revolving Credit Notes.

Section 10.5 Notice of Default. The Administrative Agent shall not be deemed to have knowledge or notice of the occurrence of any Default or Event of Default hereunder unless the Administrative Agent has received notice from a Lender or the Borrower referring to this Agreement, describing such Default or Event of Default and stating that such notice is a "notice of default". In the event that the Administrative Agent receives such a notice, the Administrative Agent shall give notice thereof to the Lenders. The Administrative Agent shall take such action with respect to such Default or Event of Default as shall be reasonably directed by the Required

Lenders; provided that unless and until the Administrative Agent shall have received such directions, the Administrative Agent may (but shall not be obligated to) take such action, or refrain from taking such action, with respect to such Default or Event of Default as it shall deem advisable in the best interests of the Lenders.

Section 10.6 Non-Reliance on Administrative Agent and Other Lenders. Each Lender expressly acknowledges that neither the Administrative Agent nor any of its officers, directors, employees, agents, attorneys-in-fact or Affiliates has made any representations or warranties to it and that no act by the Administrative Agent hereafter taken, including any review of the affairs of the Borrower, shall be deemed to constitute any representation or warranty by the Administrative Agent to any Lender. Each Lender represents to the Administrative Agent that it has, independently and without reliance upon the Administrative Agent or any other Lender, and based on such documents and information as it has deemed appropriate, made its own appraisal of and investigation into the business, operations, property, financial and other condition and creditworthiness of the Borrower and made its own decision to make its Loans hereunder and enter into this Agreement. Each Lender also represents that it will, independently and without reliance upon the Administrative Agent or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit analysis, appraisals and decisions in taking or not taking action under this Agreement and the other Loan Documents, and to make such investigation as it deems necessary to inform itself as to the business, operations, property, financial and other condition and creditworthiness of the Borrower. Except for notices, reports and other documents expressly required to be furnished to the Lenders by the Administrative Agent hereunder, the Administrative Agent shall not have any duty or responsibility to provide any Lender with any credit or other information concerning the business, operations, property, condition (financial or otherwise), prospects or creditworthiness of the Borrower which may come into the possession of the Administrative Agent or any of its officers, directors, employees, agents, attorneys-in-fact or Affiliates.

Section 10.7 Indemnification. The Lenders agree to indemnify the Administrative Agent in its capacity as such (to the extent not reimbursed by the Borrower and without limiting the obligation of the Borrower to do so), ratably according to their respective Commitment Percentages in effect on the date on which indemnification is sought under this Section, from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind whatsoever which may at any time (including, without limitation, at any time following the payment of the Revolving Credit Notes) be imposed on, incurred by or asserted against the Administrative Agent in any way relating to or arising out of this Agreement, any of the other Loan Documents or any documents contemplated by or referred to herein or therein or the transactions contemplated hereby or thereby or any action taken or omitted by the Administrative Agent under or in connection with any of the foregoing; provided that no Lender shall be liable for the payment of any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements resulting from the Administrative Agent's gross negligence or willful misconduct. The agreements in this Section 10.7 shall survive the payment of the Revolving Credit Notes and all other amounts payable hereunder.

Section 10.8 Administrative Agent in Its Individual Capacity. The Administrative Agent and its Affiliates may make loans to, accept deposits from and generally engage in any

kind of business with the Borrower as though the Administrative Agent were not the Administrative Agent hereunder and under the other Loan Documents. With respect to its Loans made or renewed by it and any Revolving Credit Note issued to it and with respect to the Letters of Credit, the Administrative Agent shall have the same rights and powers under this Agreement and the other Loan Documents as any Lender and may exercise the same as though it were not the Administrative Agent. The terms "Lender" and "Lenders" shall include the Administrative Agent in its individual capacity.

Section 10.9 Successor Administrative Agent. The Administrative Agent may resign as Administrative Agent upon 10 days' written notice to the Lenders. If the Administrative Agent shall resign as Administrative Agent under this Agreement and the other Loan Documents, then the Required Lenders shall appoint from among the Lenders a successor agent for the Lenders, which successor agent shall be approved by the Borrower, whereupon such successor agent shall succeed to the rights, powers and duties of the Administrative Agent, and the term "Administrative Agent" shall mean such successor agent effective upon such appointment and approval, and the former Administrative Agent's rights, powers and duties as Administrative Agent shall be terminated, without any other or further act or deed on the part of such former Administrative Agent or any of the parties to this Agreement or any holders of the Revolving Credit Notes. After any retiring Administrative Agent's resignation as Administrative Agent, the provisions of this Section shall inure to its benefit as to any actions taken or omitted to be taken by it while it was Administrative Agent under this Agreement and the other Loan Documents.

Section 10.10 Other Agents. None of the Lenders identified on the cover page or the preamble of this Agreement as a "co-syndication agent" or a "co-documentation agent" shall have any right, power, obligation, liability, responsibility or duty under this Agreement other than those applicable to all Lenders as such. Without limiting the foregoing, none of the Lenders so identified as a "co-syndication agent" or a "co-documentation agent" shall have or be deemed to have any fiduciary relationship with any Lender. Each Lender acknowledges that it has not relied, and will not rely, on any of the Lenders so identified in deciding to enter into this Agreement or in taking or not taking any action hereunder.

#### ARTICLE XI MISCELLANEOUS

Section 11.1 Amendments and Waivers. Neither this Agreement, any Revolving Credit Note, any other Loan Document, nor any terms hereof or thereof may be amended, supplemented or modified except in accordance with the provisions of this Section 11.1. The Required Lenders may, or, with the written consent of the Required Lenders, the Administrative Agent may, from time to time, (a) enter into with the Borrower or the Loan party thereto written amendments, supplements or modifications hereto and to the Revolving Credit Notes and the other Loan Documents for the purpose of adding any provisions to this Agreement or the Revolving Credit Notes or the other Loan Documents or changing in any manner the rights of the Lenders or of the Borrower or any other Loan Party hereunder or thereunder or (b) waive in writing, on such terms and conditions as the Required Lenders or the Administrative Agent, as the case may be, may specify in such instrument, any of the requirements of this Agreement or the Revolving Credit Notes or the other Loan Documents or any Default or Event of Default and its consequences; provided, however, that no such waiver and no such amendment, supplement or modification

shall (i) reduce the amount or extend the scheduled date of maturity of any Revolving Credit Note or of any installment thereof, or reduce the stated rate of any interest or fee payable hereunder or extend the scheduled date of any payment thereof or increase the amount or extend the expiration date of any Lender's Revolving Credit Commitment, in each case without the consent of each Lender affected thereby, or (ii) amend, modify or waive any provision of this Section 11.1 or reduce the percentage specified in the definition of Required Lenders, or consent to the assignment or transfer by the Borrower of any of its rights and obligations under this Agreement and the other Loan Documents (except in a transaction permitted by Section 8.5), in each case without the written consent of all the Lenders, or (iii) amend, modify or waive any provision of Article X without the written consent of the then Administrative Agent, (iv) release the Lenders' Liens on all or substantially all of the Collateral under the Security Documents without the consent of each Lender or (v) except to the extent relating to the Redesignation of any Restricted Subsidiary, the sale or other disposition of any Restricted Subsidiary as otherwise permitted by this Agreement or any other transaction permitted by this Agreement, release any Guarantee. Any such waiver and any such amendment, supplement or modification shall apply equally to each of the Lenders and shall be binding upon the Borrower, the Lenders, the Administrative Agent and all future holders of the Revolving Credit Notes. In the case of any waiver, the Borrower, the Lenders and the Administrative Agent shall be restored to their former position and rights hereunder and under the outstanding Revolving Credit Notes and any other Loan Documents, and any Default or Event of Default waived shall be deemed to be cured and not continuing; but no such waiver shall extend to any subsequent or other Default or Event of Default, or impair any right consequent thereon.

Section 11.2 Notices. All notices, requests and demands to or upon the respective parties hereto to be effective shall be in writing (including by telecopy), and, unless otherwise expressly provided herein, shall be deemed to have been duly given or made when delivered by hand, or three days after being deposited in the mail, postage prepaid, or, in the case of telecopy notice, when received, addressed as follows in the case of the Borrower and the Administrative Agent, and as set forth in Schedule I in the case of the other parties hereto, or to such other address as may be hereafter notified by the respective parties hereto and any future holders of the Revolving Credit Notes:

The Borrower: El Paso Energy Partners, L.P.  
4 Greenway Plaza  
Houston, Texas 77046  
Attention: Chief Financial Officer  
Telecopy: (713) 420-5477

with a copy to: Akin, Gump, Strauss, Hauer & Feld, L.L.P.  
711 Louisiana, Suite 1900  
Houston, Texas 77002  
Telecopy: (713) 236-0822  
Attention: J. Vincent Kendrick, Esq.

The Administrative Agent: The Chase Manhattan Bank  
One Chase Manhattan Plaza  
8th Floor

New York, New York 10081  
Attention: Lisa Pucciarelli  
Telecopy: (212) 552-5777

provided that any notice, request or demand to or upon the Administrative Agent or the Lenders pursuant to Section 2.3, 3.2, 2.6, 2.7, 2.11, 4.1 or 4.2 shall not be effective until received, provided, further, that the failure by the Administrative Agent or any Lender to provide a copy to the Borrower's counsel shall not cause any notice to the Borrower to be ineffective.

Section 11.3 No Waiver; Cumulative Remedies. No failure to exercise and no delay in exercising, on the part of the Administrative Agent or any Lender, any right, remedy, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law.

Section 11.4 Survival of Representations and Warranties. All representations and warranties made hereunder and in any document, certificate or statement delivered pursuant hereto or in connection herewith shall survive the execution and delivery of this Agreement and the Revolving Credit Notes.

Section 11.5 Payment of Expenses and Taxes. The Borrower agrees (a) to pay or reimburse the Administrative Agent for all its reasonable out-of-pocket costs and expenses incurred in connection with the development, preparation and execution of, and any amendment, supplement or modification to, this Agreement and the Revolving Credit Notes and the other Loan Documents and any other documents prepared in connection herewith or therewith, and the consummation and administration of the transactions contemplated hereby and thereby, including, without limitation, the fees and disbursements of counsel to the Administrative Agent, (b) to pay or reimburse each Lender and the Administrative Agent for all its costs and expenses incurred in connection with the enforcement or preservation of any rights under this Agreement, the Revolving Credit Notes, the other Loan Documents and any such other documents, including, without limitation, the fees and disbursements of counsel to the Administrative Agent and to the several Lenders, (c) to pay, indemnify, and hold each Lender and the Administrative Agent harmless from, any and all recording and filing fees and any and all liabilities with respect to, or resulting from any delay in paying, stamp, excise and other taxes, if any, which may be payable or determined to be payable in connection with the execution and delivery of, or consummation or administration of any of the transactions contemplated by, or any amendment, supplement or modification of, or any waiver or consent under or in respect of, this Agreement, the Revolving Credit Notes, the other Loan Documents and any such other documents, and (d) to pay, indemnify, and hold each Lender, the Administrative Agent, the Co-Syndication Agents, the Co-Documentation Agents, and their Affiliates, and their respective directors, officers, employees, agents and advisors (each such person being called an "Indemnified Party") harmless from and against any and all other liabilities, obligations, losses, damages, penalties, actions, judgments and suits, and reasonable costs, expenses or disbursements, of any kind or nature whatsoever with respect to the execution, delivery, enforcement, performance and administration of this Agreement, the Revolving Credit Notes and the other Loan Documents, the use of the proceeds

of the Revolving Credit Loans, including the use and reliance on electronic, telecommunications or other information or transmission systems in connection with the Loan Documents (all the foregoing in this clause (d), collectively, the "indemnified liabilities"), REGARDLESS OF WHETHER OR NOT SUCH INDEMNIFIED LIABILITIES ARE IN ANY WAY OR TO ANY EXTENT CAUSED, IN WHOLE OR IN PART, BY ANY NEGLIGENT ACT OR OMISSION OF ANY KIND BY AN INDEMNIFIED PARTY, provided, that the Borrower shall have no obligation hereunder to an Indemnified Party with respect to indemnified liabilities arising from (i) the gross negligence or willful misconduct of such Indemnified Party or (ii) legal proceedings commenced against an Indemnified Party by any security holder or creditor thereof arising out of and based upon rights afforded any such security holder or creditor solely in its capacity as such. The agreements in this Section shall survive repayment of the Revolving Credit Notes and all other amounts payable hereunder.

Section 11.6 Successors and Assigns; Participations; Purchasing Lenders.

(a) This Agreement shall be binding upon and inure to the benefit of the Borrower, the Lenders, the Administrative Agent, all future holders of the Revolving Credit Notes and their respective successors and assigns, except that the Borrower may not assign or transfer any of its rights or obligations under this Agreement without the prior written consent of each Lender.

(b) Any Lender may, in the ordinary course of its commercial banking business and in accordance with applicable law, and after notice to the Borrower, at any time sell to one or more banks or other entities ("Participants") participating interests in any Revolving Credit Loan owing to such Lender, any Revolving Credit Note held by such Lender, any Revolving Credit Commitment of such Lender or any other interest of such Lender hereunder and under the other Loan Documents. In the event of any such sale by a Lender of a participating interest to a Participant, such Lender's obligations under this Agreement to the other parties to this Agreement shall remain unchanged, such Lender shall remain solely responsible for the performance thereof, such Lender shall remain the holder of any such Revolving Credit Note for all purposes under this Agreement and the other Loan Documents, and the Borrower and the Administrative Agent shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement and the other Loan Documents. The Borrower agrees that if amounts outstanding under this Agreement and the Revolving Credit Notes are due or unpaid, or shall have been declared or shall have become due and payable upon the occurrence of an Event of Default, each Participant shall be deemed to have the right of setoff in respect of its participating interest in amounts owing under this Agreement and any Revolving Credit Note to the same extent as if the amount of its participating interest were owing directly to it as a Lender under this Agreement or any Revolving Credit Note, provided that, in purchasing such participating interest, such Participant shall be deemed to have agreed to share with the Lenders the proceeds thereof as provided in subsection 11.7(a) as fully as if it were a Lender hereunder. The Borrower also agrees that each Participant shall be entitled to the benefits of Sections 4.9, 4.10 and 4.11 with respect to its participation in the Revolving Credit Commitments, the Revolving Credit Loans and the Letters of Credit outstanding from time to time; provided, that no Participant shall be entitled to receive any greater amount pursuant to such Sections than the transferor Lender would have been entitled to receive in respect of the amount of the participation transferred by such transferor

Lender to such Participant had no such transfer occurred. No Lender shall be entitled to create in favor of any Participant, in the participation agreement pursuant to which such Participant's participating interest shall be created or otherwise, any right to vote on, consent to or approve any matter relating to this Agreement or any other Loan Document except for those specified in clauses (i) to (v) of the proviso of subsection 11.1(b) to the extent the Participant is directly affected thereby.

(c) Any Lender may, in the ordinary course of its business and in accordance with applicable law, at any time sell to any Lender or any successor or affiliate thereof and, with the consent of the Borrower and the Administrative Agent (which in each case shall not be unreasonably withheld or, with respect to the Borrower, shall not be required during the continuance of any Event of Default), to one or more additional banks or financial institutions or funds that regularly purchase loans ("Purchasing Lenders") all or any part of its rights and obligations under this Agreement and the Revolving Credit Notes pursuant to an Assignment and Acceptance, substantially in the form of Exhibit M, executed by such Purchasing Lender, such transferor Lender (and, in the case of a Purchasing Lender that is not then a Lender or an affiliate thereof, by the Borrower and the Administrative Agent except to the extent the Borrower's consent is not required hereunder) and delivered to the Administrative Agent for its acceptance and recording in the Register, provided that no such assignment to an assignee (other than any Lender or any affiliate of any Lender) shall be in an aggregate principal amount of less than \$10,000,000 (other than in the case of an assignment of all of a Lender's interest under this Agreement) and the assigning Lender shall have retained at least \$10,000,000 of Revolving Credit Commitments (unless it is assigning all of its Revolving Credit Commitments and Revolving Credit Loans), unless otherwise agreed by the Borrower and the Administrative Agent. For purposes of the proviso contained in the preceding sentence, the amount described therein shall be aggregated in respect to each Lender and its related affiliates, if any. Upon such execution, delivery, acceptance and recording, from and after the Transfer Effective Date determined pursuant to such Assignment and Acceptance, (x) the Purchasing Lender thereunder shall be a party hereto and, to the extent provided in such Assignment and Acceptance, have the rights and obligations of a Lender hereunder with a Revolving Credit Commitment as set forth therein, and (y) the transferor Lender thereunder shall, to the extent provided in such Assignment and Acceptance, be released from its obligations under this Agreement (and, in the case of an Assignment and Acceptance covering all or the remaining portion of a transferor Lender's rights and obligations under this Agreement, such transferor Lender shall cease to be a party hereto but shall continue to be entitled to the benefit of the indemnity and expense reimbursement provisions of the Loan Documents to the extent relating to matters during the time it was a Lender). Such Assignment and Acceptance shall be deemed to amend this Agreement to the extent, and only to the extent, necessary to reflect the addition of such Purchasing Lender and the resulting adjustment of Commitment Percentages arising from the purchase by such Purchasing Lender of all or a portion of the rights and obligations of such transferor Lender under this Agreement and the Revolving Credit Notes. On or prior to the Transfer Effective Date determined pursuant to such Assignment and Acceptance, the Borrower, at its own expense, shall execute and deliver to the Administrative Agent in exchange for the Revolving Credit Note of the transferor Lender a new Revolving Credit Note to the order of such Purchasing Lender in an amount equal to the Revolving Credit Commitment assumed by it pursuant to such Assignment and Acceptance and, if the transferor Lender has retained Revolving Credit Commitments hereunder, a new Revolving Credit Note to the order of the transferor Lender in an amount equal

to the Revolving Credit Commitment retained by it hereunder. Such new Revolving Credit Notes shall be dated the Closing Date, and shall otherwise be in the form of the Revolving Credit Note replaced thereby. The Revolving Credit Notes surrendered by the transferor Lender shall be returned by the Administrative Agent to the Borrower marked "cancelled."

(d) The Administrative Agent, on behalf of the Borrower, shall maintain at its address referred to in Section 11.2 a copy of each Assignment and Acceptance delivered to it and a register (the "Register") for the recordation of the names and addresses of the Lenders and the Revolving Credit Commitment of, and principal amount of the Revolving Credit Loans owing to, each Lender from time to time. The entries in the Register shall be conclusive, in the absence of manifest error, and the Borrower, the Administrative Agent and the Lenders may treat each Person whose name is recorded in the Register as the owner of the Revolving Credit Loan recorded therein for all purposes of this Agreement, notwithstanding any notice to the contrary. Any assignment of any Revolving Credit Loan or other Obligations hereunder not evidenced by a Revolving Credit Note shall be effective only upon appropriate entries with respect thereto being made in the Register. The Register shall be available for inspection by the Borrower or any Lender at any reasonable time and from time to time upon reasonable prior notice.

(e) Upon its receipt of an Assignment and Acceptance executed by a transferor Lender and Purchasing Lender (and, in the case of a Purchasing Lender that is not then a Lender or an affiliate thereof, by the Borrower and the Administrative Agent) together with payment to the Administrative Agent of a registration and processing fee of \$4,000, the Administrative Agent shall (i) promptly accept such Assignment and Acceptance and (ii) on the Transfer Effective Date determined pursuant thereto record the information contained therein in the Register and give notice of such acceptance and recordation to the Lenders and the Borrower.

(f) The Borrower authorizes each Lender to disclose to any Participant or Purchasing Lender (each, a "Transferee") and any prospective Transferee any and all financial information in such Lender's possession concerning the Borrower and its Affiliates which has been delivered to such Lender by or on behalf of the Borrower pursuant to this Agreement or which has been delivered to such Lender by or on behalf of the Borrower in connection with such Lender's credit evaluation of the Borrower and its Affiliates prior to becoming a party to this Agreement.

(g) For avoidance of doubt, the parties to this Agreement acknowledge that the provisions of this Section concerning assignments of Revolving Credit Loans and Revolving Credit Notes relate only to absolute assignments and that such provisions do not prohibit assignments creating security interests, including, without limitation, any pledge or assignment by a Lender of any Revolving Credit Loan or Revolving Credit Note to any Federal Reserve Bank in accordance with applicable law without any notice to or consent of the Borrower or the Administrative Agent.

#### Section 11.7 Adjustments; Set-off.

(a) If any Lender (a "benefitted Lender") shall at any time receive any payment of all or part of its Loans or the Reimbursement Obligations owing to it, or interest thereon, or receive any collateral in respect thereof (whether voluntarily or involuntarily, by set-



off, pursuant to events or proceedings of the nature referred to in Article IX(i), or otherwise), in a greater proportion than any such payment to or collateral received by any other Lender, if any, in respect of such other Lender's Loans of the same type or the Reimbursement Obligations owing to it, as the case may be, or interest thereon, such benefitted Lender shall purchase for cash from the other Lenders a participating interest in such portion of each such other Lender's Loan or the Reimbursement Obligations owing to it, or shall provide such other Lenders with the benefits of any such collateral, or the proceeds thereof, as shall be necessary to cause such benefitted Lender to share the excess payment or benefits of such collateral or proceeds ratably with each of the Lenders; provided, however, that if all or any portion of such excess payment or benefits is thereafter recovered from such benefitted Lender, such purchase shall be rescinded, and the purchase price and benefits returned, to the extent of such recovery, but without interest.

(b) In addition to any rights and remedies of the Lenders provided by law, each Lender shall have the right, without prior notice to the Borrower, any such notice being expressly waived by the Borrower to the extent permitted by applicable law, upon any amount becoming due and payable by the Borrower hereunder or under the Revolving Credit Notes (whether at the stated maturity, by acceleration or otherwise) to set-off and appropriate and apply against such amount any and all deposits (general or special, time or demand, provisional or final), in any currency, and any other credits, indebtedness or claims, in any currency, in each case whether direct or indirect, absolute or contingent, matured or unmatured, at any time held or owing by such Lender or any branch or agency thereof to or for the credit or the account of the Borrower. Each Lender agrees promptly to notify the Borrower and the Administrative Agent after any such set-off and application made by such Lender, provided that the failure to give such notice shall not affect the validity of such set-off and application.

Section 11.8 Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. A set of the copies of this Agreement signed by all the parties shall be lodged with the Borrower and the Administrative Agent.

Section 11.9 Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

Section 11.10 Integration. This Agreement and the other Loan Documents represent the agreement of the Borrower, the Administrative Agent and the Lenders with respect to the subject matter hereof, and there are no promises, undertakings, representations or warranties by the Administrative Agent or any Lender relative to subject matter hereof not expressly set forth or referred to herein or in the other Loan Documents.

Section 11.11 Usury Savings Clause. It is the intention of the parties hereto to comply with applicable usury laws (now or hereafter enacted); accordingly, notwithstanding any provision to the contrary in this Agreement, the Revolving Credit Notes, any of the other Loan Documents or any other document related hereto, in no event shall this Agreement or any such

other document require the payment or permit the collection of interest in excess of the maximum amount permitted by such laws. If from any circumstances whatsoever, fulfillment of any provision of this Agreement or of any other document pertaining hereto or thereto, shall involve transcending the limit of validity prescribed by applicable law for the collection or charging of interest, then, ipso facto, the obligation to be fulfilled shall be reduced to the limit of such validity, and if from any such circumstances the Administrative Agent and the Lenders shall ever receive anything of value as interest or deemed interest by applicable law under this Agreement, the Revolving Credit Notes, any of the other Loan Documents or any other document pertaining hereto or otherwise an amount that would exceed the highest lawful rate, such amount that would be excessive interest shall be applied to the reduction of the principal amount owing under the Revolving Credit Notes or on account of any other indebtedness of the Borrower, and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal of such indebtedness, such excess shall be refunded to the Borrower. In determining whether or not the interest paid or payable with respect to any indebtedness of the Borrower to the Administrative Agent and the Lenders, under any specified contingency, exceeds the Highest Lawful Rate (as hereinafter defined), the Borrower, the Administrative Agent and the Lenders shall, to the maximum extent permitted by applicable law, (a) characterize any non-principal payment as an expense, fee or premium rather than as interest, (b) exclude voluntary prepayments and the effects thereof, (c) amortize, prorate, allocate and spread the total amount of interest throughout the full term of such indebtedness so that interest thereon does not exceed the maximum amount permitted by applicable law, and/or (d) allocate interest between portions of such indebtedness, to the end that no such portion shall bear interest at a rate greater than that permitted by applicable law.

To the extent that Article 5069-1D.001 et seq., as amended, of the Texas Revised Civil Statutes is relevant to the Administrative Agent and the Lenders for the purpose of determining the Highest Lawful Rate, the Administrative Agent and the Lenders hereby elect to determine the applicable rate ceiling under such Article by the indicated (weekly) rate ceiling from time to time in effect. Nothing set forth in this Section 11.11 is intended to or shall limit the effect or operation of Section 11.12. In no event shall Chapter 346 of the Texas Finance Code (which regulates certain revolving credit loan accounts) apply to this Agreement or the Revolving Credit Notes.

For purposes of this Section 11.11, "Highest Lawful Rate" shall mean the maximum rate of nonusurious interest that may be contracted for, charged, taken, reserved or received on the Revolving Credit Notes under laws applicable to the Administrative Agent and the Lenders.

Section 11.12 GOVERNING LAW. THIS AGREEMENT AND THE REVOLVING CREDIT NOTES AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT AND THE REVOLVING CREDIT NOTES SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

Section 11.13 Submission To Jurisdiction; Waivers. The Borrower hereby irrevocably and unconditionally:

(a) submits for itself and its property in any legal action or proceeding relating to this Agreement and the other Loan Documents to which it is a party, or for recognition and enforcement of any judgment in respect thereof, to the non-exclusive general jurisdiction of the Courts of the State of New York, the courts of the United States of America for the Southern District of New York, and appellate courts from any thereof;

(b) consents that any such action or proceeding may be brought in such courts and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same;

(c) agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to the Borrower at its address set forth in Section 11.2 or at such other address of which the Administrative Agent shall have been notified pursuant thereto;

(d) agrees that nothing herein shall affect the right to effect service of process in any other manner permitted by law or shall limit the right to sue in any other jurisdiction; and

(e) waives, to the maximum extent not prohibited by law, any right it may have to claim or recover in any legal action or proceeding referred to in this Section any special, exemplary or punitive damages (including, without limitation, damages arising from the use of electronic, telecommunications or other information transmissions systems in connection with the Loan Documents).

Section 11.14 Acknowledgements. The Borrower hereby acknowledges that:

(a) it has been advised by counsel in the negotiation, execution and delivery of this Agreement and the Revolving Credit Notes and the other Loan Documents;

(b) neither the Administrative Agent nor any Lender has any fiduciary relationship with or duty to the Borrower or any other Loan Party arising out of or in connection with this Agreement or any of the other Loan Documents, and the relationship between Administrative Agent and Lenders, on one hand, and the Borrower and the other Loan Parties, on the other hand, in connection herewith or therewith is solely that of debtor and creditor; and

(c) no joint venture exists among the Lenders or among the Borrower and the other Loan Parties and the Lenders.

Section 11.15 Confidentiality. Each of the Administrative Agent and each Lender agrees that it will hold in confidence, any information provided to such Person pursuant to this Agreement; provided, that nothing in this Section 11.15 shall be deemed to prevent the disclosure by the Administrative Agent or any Lender of any such information (a) to any employee, officer, director, accountant, attorney or consultant of such Person, or any examiner or other Governmental Authority, (b) that has been or is made public by EPEPC, the Borrower or any of its Subsidiaries or Affiliates or by any third party without breach of this Agreement or that otherwise becomes generally available to the public other than as a result of a disclosure in violation of this Section 11.15, (c) that is or becomes available to any such Person from a third

party on a non-confidential basis, (d) that is required to be disclosed by any Requirement of Law, including to any bank examiners or regulatory authorities, (e) that is required to be disclosed by any court, agency, arbitrator or legislative body, or (f) to any Transferee or proposed Transferee.

Section 11.16 WAIVERS OF JURY TRIAL. THE BORROWER, THE ADMINISTRATIVE AGENT AND THE LENDERS HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR THE REVOLVING CREDIT NOTES OR ANY OTHER LOAN DOCUMENT AND FOR ANY COUNTERCLAIM THEREIN.

Section 11.17 ACKNOWLEDGEMENT OF NO CLAIMS, OFFSETS OR DEFENSES; RELEASE BY THE LOAN PARTIES. BORROWER, ON BEHALF OF ITSELF AND EACH OF THE OTHER LOAN PARTIES, ACKNOWLEDGES THAT NO LOAN PARTY NOR ANY OF THEIR RESPECTIVE OWNERS, DIRECTORS, SUCCESSORS, ASSIGNS, AGENTS, OFFICERS, EMPLOYEES, AND REPRESENTATIVES (COLLECTIVELY, THE "BORROWER AFFILIATES PARTIES") HAS ANY CLAIM, DEMAND, RIGHT OF OFFSET, CAUSE OF ACTION IN LAW OR IN EQUITY, LIABILITY OR DAMAGES OF ANY NATURE WHATSOEVER, WHETHER FIXED OR CONTINGENT (HEREINAFTER COLLECTIVE CALLED "CLAIMS") THAT COULD BE ASSERTED IN CONNECTION WITH, OR WHICH WOULD IN ANY OTHER MANNER BE RELATED TO, THE EXISTING CREDIT AGREEMENT OR ANY PROMISSORY NOTES OR OTHER AGREEMENTS, TRANSACTIONS OR OTHER ACTIONS PRIOR TO THE DATE HEREOF INVOLVING ANY OF THE BORROWER AFFILIATED PARTIES AND LENDERS ("THE PRIOR AGREEMENTS AND ACTIVITIES"). NOTWITHSTANDING THE FOREGOING, HOWEVER, BORROWER HEREBY AGREES THAT IN CONSIDERATION OF THE CREDIT EXTENDED TO BORROWER UNDER THE LOAN DOCUMENTS AND AS A MATERIAL INDUCEMENT TO THE LENDERS TO ENTER INTO SUCH LOAN DOCUMENTS AND EXTEND SUCH CREDIT TO BORROWER, BORROWER, ON BEHALF OF ITSELF AND ALL OF THE OTHER BORROWER AFFILIATED PARTIES HEREBY RELEASES AND FOREVER DISCHARGES, EACH LENDER, EACH SUBSEQUENT HOLDER OF ANY OF THE REVOLVING CREDIT NOTES, AND EACH AND ALL OF THEIR PARENT, SUBSIDIARY AND AFFILIATED CORPORATIONS PAST AND PRESENT, AS WELL AS THEIR RESPECTIVE OWNERS, DIRECTORS, SUCCESSORS, ASSIGNS, AGENTS, OFFICERS, EMPLOYEES, AND REPRESENTATIVES (COLLECTIVELY, THE "RELEASED PARTIES"), OF AND FROM ANY AND ALL CLAIMS WHICH BORROWER AND THE OTHER BORROWER AFFILIATED PARTIES MAY HAVE OR HEREAFTER ACQUIRE AGAINST ANY OR ALL OF THE RELEASED PARTIES BY REASON OF, OR RELATED IN ANY WAY TO, THE PRIOR AGREEMENTS AND ACTIVITIES.

Section 11.18 Releases.

(a) At such time as the Revolving Credit Loans, the Reimbursement Obligations and any other obligations under this Agreement shall have been paid in full, the Revolving Credit Commitments have been terminated and no Letters of Credit shall be outstanding, the Collateral shall be released from the Liens created by the Loan Documents, and

all obligations (other than those expressly stated to survive such termination) of the Administrative Agent and each Loan Party thereunder and under the other Loan Documents shall terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Collateral shall revert to the respective Loan Parties. At the request and expense of any Loan Party following any such termination, the Administrative Agent shall deliver to such Loan Party any Collateral held by the Administrative Agent under the Security Documents, and execute and deliver to such Loan Party such documents as such Loan Party shall reasonably request to evidence such termination.

(b) If any of the Collateral shall be sold, transferred or otherwise disposed of by any Loan Party in a transaction permitted by this Agreement or such Loan Party is designated as an Unrestricted Subsidiary in accordance with the terms of this Agreement, then the Lenders authorize the Administrative Agent, at the request and expense of such Loan Party, to execute and deliver to such Loan Party all releases or other documents reasonably necessary or desirable for the release of the Liens created by the applicable Security Documents on such Collateral. At the request and sole expense of the Borrower, the Lenders authorize the Administrative Agent to release a Loan Party from its obligations under the applicable Security Document in the event that all the Capital Stock of such Loan Party shall be sold, transferred or otherwise disposed of in a transaction permitted by this Agreement or such Loan Party is designated as an Unrestricted Subsidiary in accordance with the terms of this Agreement, provided that the Borrower shall have delivered to the Administrative Agent, at least five Business Days prior to the date of the proposed release, a written request for release identifying the relevant Loan Party and the terms of the sale or other disposition in reasonable detail, including the price thereof and any expenses in connection therewith, together with a certification by the Borrower stating that such transaction is in compliance with this Agreement and the other Loan Documents.

Section 11.19 Co-Borrower's Obligations. The Co-Borrower is a party hereto for purposes of providing co-extensive obligors for the Obligations (on a joint and several basis), although the parties acknowledge that the Co-Borrower shall not have any substantial assets or other property. All references in this Agreement and the other Loan Documents to the "Borrower" shall be deemed to include a reference to the Co-Borrower, mutatis mutandis, whether or not actual reference is made thereto; provided, that, without limiting the generality of the foregoing, any obligations by any of the parties hereto to the Borrower shall be deemed fulfilled with respect to the Co-Borrower when fulfilled with respect to the Borrower.

Section 11.20 Intercreditor Agreement. Each Lender (including each Purchasing Lender which becomes a Lender) consents and agrees to the provisions of the Intercreditor Agreement, including the indemnity provisions set forth in Section 5 thereof.

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

THE BORROWER & CO-BORROWER:

EL PASO ENERGY PARTNERS, L.P.

By: /s/ Keith Forman  
-----  
Name: Keith Forman  
-----  
Title: Vice President & CEO  
-----

EL PASO ENERGY PARTNERS  
FINANCE CORPORATION

By: /s/ Keith Forman  
-----  
Name: Keith Forman  
-----  
Title: Vice President & CEO  
-----

THE ADMINISTRATIVE AGENT AND THE LENDERS:

THE CHASE MANHATTAN BANK,  
as Administrative Agent and as a Lender

By: /s/ Steven Wood  
-----

Name: Steven Wood  
-----

Title: Vice President  
-----

CREDIT LYONNAIS NEW YORK BRANCH

By: /s/ Philippe Sousha  
-----  
Name: Philippe Sousha  
-----  
Title: Executive Vice President  
-----



FIRST UNION NATIONAL BANK

By: /s/ Robert R. Wetteroff  
-----  
Name: Robert R. Wetteroff  
-----  
Title: Senior Vice President  
-----

FLEET NATIONAL BANK

By: /s/ Christopher C. Holmgren  
-----  
Name: Christopher C. Holmgren  
-----  
Title: Managing Director  
-----

FORTIS CAPITAL CORP.

By: /s/ Darrell W. Holley  
-----  
Name: Darrell W. Holley  
-----  
Title: Managing Director  
-----

By: /s/ Christopher S. Parada  
-----  
Name: Christopher S. Parada  
-----  
Title: Vice President  
-----

BANK OF SCOTLAND

By: /s/ Joseph Fratus  
-----  
Name: Joseph Fratus  
-----  
Title: Vice President  
-----

BAYERISCHE HYPO-UND VERIENS BANK,  
AG (New York Branch)

By: /s/ Steven Atwell  
-----  
Name: Steven Atwell  
-----  
Title: Director  
-----

By: /s/ W. Scott Harwood  
-----  
Name: W. Scott Harwood  
-----  
Title: Associate Director  
-----

THE ROYAL BANK OF SCOTLAND plc,  
New York Branch

By: /s/ Patricia J. Dundee  
-----  
Name: Patricia J. Dundee  
-----  
Title: Senior Vice President  
-----

BNP PARIBAS

By: /s/ Larry Robinson  
-----  
Name: Larry Robinson  
-----  
Title: Vice President  
-----

By: /s/ Betsy Jocher  
-----  
Name: Betsy Jocher  
-----  
Title: Vice President  
-----

SUNTRUST BANK

By: /s/ Steven J. Newby  
-----  
Name: Steven J. Newby  
-----  
Title: Vice President  
-----



CREDIT AGRICOLE INDOSUEZ

By: /s/ Brian Knezeak  
-----  
Name: Brian Knezeak  
-----  
Title: FVP, Manager  
-----

By: /s/ Douglas A. Whiddon  
-----  
Name: Douglas A. Whiddon  
-----  
Title: FVP, SRM  
-----

ARAB BANKING CORPORATION (B.S.C.)

By: /s/ Grant E. McDonald  
-----  
Name: Grant E. McDonald  
-----  
Title: Vice President  
-----

By: /s/ Charles F. Azzara  
-----  
Name: Charles F. Azzara  
-----  
Title: Vice President  
-----

BANK OF AMERICA, N.A.

By: /s/ Patrick Delaney  
-----  
Name: Patrick Delaney  
-----  
Title: Managing Director  
-----

CITICORP USA

By: /s/ Marjorie Futormick

Name: Marjorie Futormick

Title: Vice President

KBC BANK N.V.

By: /s/ Robert Snauffer  
-----  
Name: Robert Snauffer  
-----  
Title: First Vice President  
-----

By: /s/ Eric Raskin  
-----  
Name: Eric Raskin  
-----  
Title: Assistant Vice President  
-----

THE FUJI BANK, LIMITED

By: /s/ Jacques Azagury  
-----  
Name: Jacques Azagury  
-----  
Title: Senior Vice President & Manager  
-----

NATEXIS BANQUES POPULAIRES

By: /s/ Daniel Payer  
-----  
Name: Daniel Payer  
-----  
Title: Vice President  
-----

By: /s/ Louis P. Laville, III  
-----  
Name: Louis P. Laville, III  
-----  
Title: Vice President and Group  
Manager  
-----

WELLS FARGO BANK TEXAS, N.A.

By: /s/ Karen A. Patterson  
-----  
Name: Karen A. Patterson  
-----  
Title: Vice President  
-----



BANK ONE, NA

By: /s/ Kenneth J. Fatur  
-----  
Name: Kenneth J. Fatur  
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Title: Director, Capital Markets  
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CREDIT SUISSE FIRST BOSTON

By: /s/ James P. Moran  
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Name: James P. Moran  
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Title: Director  
-----

By: /s/ Bill O'Daly  
-----  
Name: Bill O'Daly  
-----  
Title: Vice President  
-----

ROYAL BANK OF CANADA

By: /s/ Tom J. Oberaigner  
-----  
Name: Tom J. Oberaigner  
-----  
Title: Senior Manager  
-----

RZB FINANCE LLC

By: /s/ Dieter Beintrexler  
-----  
Name: Dieter Beintrexler  
-----  
Title: President  
-----

By: /s/ Frank J. Yautz  
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Name: Frank J. Yautz  
-----  
Title: First Vice President  
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THE BANK OF NOVA SCOTIA

By: /s/ F.C.H. Ashby  
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Name: F.C.H. Ashby  
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Title: Senior Manager Loan Operations  
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## FIRST AMENDMENT TO FIFTH AMENDED AND RESTATED CREDIT AGREEMENT

THIS FIRST AMENDMENT dated as of October 10, 2001 TO FIFTH AMENDED AND RESTATED CREDIT AGREEMENT (this "First Amendment"), is by and among EL PASO ENERGY PARTNERS, L.P., a Delaware limited partnership (formerly known AS LEVIATHAN GAS PIPELINE PARTNERS, L.P., the "Borrower"), EL PASO ENERGY PARTNERS FINANCE CORPORATION, a Delaware corporation (formerly known as LEVIATHAN FINANCE CORPORATION, the "Co-Borrower"), CREDIT LYONNAIS NEW YORK BRANCH and FIRST UNION NATIONAL BANK, as Co-Syndication Agents, FLEET NATIONAL BANK and FORTIS CAPITAL Corp., as Co-Documentation Agents, THE CHASE MANHATTAN BANK, a New York banking corporation, as Administrative Agent, and the several banks and other financial institutions signatories hereto, and shall amend the FIFTH AMENDED AND RESTATED CREDIT AGREEMENT, dated as of March 23, 1995, as amended and restated through May 16, 2001 (as amended, supplemented or otherwise modified prior to the date hereof, the "Credit Agreement"), among the Borrower, the Co-Borrower, the several banks and other financial institutions (the "Lenders") parties thereto, Credit Lyonnais New York Branch and First Union National Bank, as Co-Syndication Agents, Fleet National Bank and Fortis Capital Corp., as Co-Documentation Agents and The Chase Manhattan Bank, a New York banking corporation, as Administrative Agent for the Lenders. Unless otherwise defined herein, capitalized terms used herein shall have the respective meanings assigned to them in the Credit Agreement and the other Loan Documents (as defined in the Credit Agreement).

WHEREAS, the Borrower desires to redeem certain of its outstanding Series B Preference Units with proceeds from a substantially contemporaneous offering of its Common Units;

WHEREAS, the Borrower desires to enter into a series of related transactions with certain subsidiaries of El Paso and certain other entities with respect to the Chaco cryogenic plant and certain related facilities located in San Juan County, New Mexico, which transactions are more specifically described on Exhibit A attached hereto (the "Chaco Transactions");

WHEREAS, the Borrower desires to correct and clarify certain other matters related to the Credit Agreement;

WHEREAS, the Borrower has requested that the Lenders (i) modify and amend the Credit Agreement as more fully described herein and (ii) waive any and all violations of or breaches of the Loan Document or Defaults or Events of Default in connection with the provisions of the Credit Agreement to be amended, as more fully described herein;

WHEREAS, the Lenders are willing to agree to the amendments, consents, waivers and releases being requested by the Borrower, but only on the terms and subject to the conditions set forth in this First Amendment; and

WHEREAS, each of the signatories hereto is a party to the Credit Agreement.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower, the

Administrative Agent, the Lenders and each of the other signatories hereto hereby agree as follows:

1. Amendments. The Amended Loan Documents are hereby amended as follows:

(a) Section 8.7 of the Credit Agreement currently reads as follows:

Section 8.7 Limitation on Dividends. Declare or pay any dividend or distribution on (other than dividends, including splits, payable solely in non-mandatorily redeemable Capital Stock or mandatorily redeemable Capital Stock that does not require redemption prior to the first anniversary of the Revolving Credit Termination Date), or make any payment on account of, or set apart assets for a sinking or other analogous fund for, the purchase, redemption, defeasance, retirement or other acquisition of, any shares of any class of Capital Stock of the Borrower or any warrants or options to purchase any such Capital Stock, whether now or hereafter outstanding, or make any other distribution in respect thereof, either directly or indirectly, whether in cash or property or in obligations of the Borrower or any Restricted Subsidiary (such declarations, payments, setting apart, purchases, redemptions, defeasances, retirements, acquisitions and distributions being herein called "Restricted Payments"), except that as long as no Default or Event of Default has occurred and is continuing or would result therefrom, the Borrower may make Restricted Payments once each fiscal quarter consisting of cash distributions in accordance with the terms of the Partnership Agreement on its Units and the General Partnership Interest.

Section 8.7 of the Credit Agreement is amended by adding the following sentence to the end thereof:

"Notwithstanding anything in this Agreement to the contrary, the Borrower may purchase, redeem, defease, retire or otherwise acquire, or make a distribution in respect of, any of its Series B Preference Units in exchange for, or out of the net cash proceeds of, an issuance of Common Units occurring within 120 days of such purchase, redemption, defeasance, retirement, acquisition, or distribution."

(b) Section 1.1 of the Credit Agreement is hereby amended by adding the following as a defined term therein:

"Chaco Transactions": The series of related transactions among the Borrower, certain subsidiaries of El Paso and certain other entities with respect to the Chaco cryogenic plant and certain related facilities located in San Juan County, New Mexico, which transactions are more specifically described on Exhibit A attached to the First Amendment dated as of October 10, 2001 to the Credit Agreement.

(c) Section 4.13 of the Credit Agreement is hereby amended by adding the following as subsection (d) thereof:

(d) The consummation by the Borrower and its Subsidiaries of the Chaco Transactions.

(d) Section 8.3 of the Credit Agreement is amended as follows:

(i) the word "and" is deleted from the end of subsection (i) thereof;

(ii) the period at the end of subsection (j) thereof is replaced with a semicolon; and

(iii) the following subsections (k) and (l) are added at the end of such section:

"(k) Liens securing Indebtedness permitted under Section 8.2(b) to the extent that such Liens arise as a result of the consummation by the Borrower and its Subsidiaries of the Chaco Transactions; and

"(l) Liens securing Indebtedness permitted under Section 8.2(f) provided that (i) such Liens are not created in contemplation of or in connection with (A) any Person being merged with or into or becoming a Subsidiary of the Borrower or any Restricted Subsidiary as described in Section 8.2(f) (i), or (B) any asset being acquired by the Borrower or any Restricted Subsidiary as described in Section 8.2(f) (ii), as the case may be, (ii) such Liens shall secure only those obligations which such Liens secure on the date on which (A) such Person merges into or becomes a Subsidiary of the Borrower or any Restricted Subsidiary or (B) such asset is acquired by the Borrower or any Restricted Subsidiary, as the case may be, and any refinancing, refunding or replacement of such obligations (provided that such refinancing, refunding or replacement does not result in an increase in the amount of such obligations), and (iii) such Liens shall not apply to any property or assets of the Borrower or any of its Subsidiaries or any Restricted Subsidiary other than property or assets as to which a Lien has been granted prior to the date on which (A) such Person merges into or becomes a Subsidiary of the Borrower or any Restricted Subsidiary or (B) such asset is acquired by the Borrower or any Restricted Subsidiary, as the case may be, and the proceeds thereof."

(e) Section 7.13 of the Credit Agreement is hereby amended by changing the phrase "Within 60 days of the Closing Date" to "On or before January 31, 2002".



2. Consent and Waiver. The Lenders hereby waive any and all violations of or breaches of Section 7.13 of the Credit Agreement to the extent occurring prior to the date hereof.

3. Conditions to Effectiveness. This First Amendment shall become effective on the date (the "First Amendment Effective Date") on which all of the following conditions precedent have been satisfied or waived: (i) the Borrower, the Co-Borrower, the Administrative Agent and the Required Lenders shall have executed and delivered to the Administrative Agent this First Amendment and (ii) the Administrative Agent and the Lenders shall have received payment of all fees and costs payable by the Borrower on or before the First Amendment Effective Date in connection with this First Amendment, including an amendment fee of \$5,000 payable to each Lender which delivers an executed copy of this First Amendment to the Administrative Agent on or before the First Amendment Effective Date.

4. Miscellaneous.

(a) Representations and Warranties. After giving effect to the effectiveness of this First Amendment, the representations and warranties made by the Loan Parties in the Loan Documents are true and correct in all material respects on and as of the First Amendment Effective Date (unless such representations or warranties are stated to refer to a specific earlier date, in which case such representations and warranties shall be true and correct in all material respects as of such earlier date) as if made on and as of the First Amendment Effective Date and no Default or Event of Default will have occurred and be continuing.

(b) Payment of Expenses. The Borrower agrees to pay or reimburse the Administrative Agent for all of its out-of-pocket costs and reasonable expenses incurred in connection with this First Amendment, any other documents prepared in connection herewith and the transactions contemplated hereby, including, without limitation, the reasonable fees and disbursements of counsel to the Administrative Agent.

(c) No Other Amendments; Confirmation. Except as expressly amended, modified and supplemented hereby, the provisions of the Credit Agreement and the other Loan Documents are and shall remain in full force and effect.

(d) Governing Law. THIS AMENDMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

(e) Counterparts. This First Amendment may be executed by one or more of the parties to this First Amendment on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

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

EL PASO ENERGY PARTNERS, L.P.

By: /s/ KEITH FORMAN

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Name: Keith Forman

-----  
Title: Vice President and  
Chief Financial Officer  
-----

EL PASO ENERGY PARTNERS FINANCE CORPORATION

By: /s/ KEITH FORMAN

-----  
Name: Keith Forman

-----  
Title: Vice President and  
Chief Financial Officer  
-----

THE CHASE MANHATTAN BANK,  
as Administrative Agent and as a Lender

By: /s/ STEVEN WOOD

-----  
Name: Steven Wood

-----  
Title: Vice President  
-----

CREDIT LYONNAIS NEW YORK BRANCH

By: /s/ BERNARD WAYMULLER

-----  
Name: Bernard Waymuller

-----  
Title: Senior Vice President  
-----

FLEET NATIONAL BANK

By: /s/ CHRISTOPHER C. HOLMGREN

-----  
Name: Christopher C. Holmgren

-----  
Title: Managing Director  
-----

ARAB BANKING CORPORATION (B.S.C.)

By: /s/ GRANT E. McDONALD

-----  
Name: Grant E. McDonald

-----  
Title: Vice President  
-----

THE BANK OF NOVA SCOTIA

By: /s/ M.D. SMITH  
-----  
Name: M.D. Smith  
-----  
Title: Agent  
-----

BANK OF SCOTLAND

By: /s/ JOSEPH FRATUS  
-----  
Name: Joseph Fratus  
-----  
Title: Vice President  
-----

BANK ONE, NA

By: /s/ DIANNE RUSSELL

-----  
Name: Dianne Russell

-----  
Title: Vice President  
-----



BANK OF AMERICA, N.A.

By: /s/ MICHAEL J. DILLON

-----  
Name: Michael J. Dillon

-----  
Title: Managing Director  
-----

CREDIT AGRICOLE INDOSUEZ

By: /s/ BRIAN KNEZEAK

-----  
Name: Brian Knezeak

-----  
Title: FVP, Manager  
-----

By: /s/ MICHAEL D. WILLIS

-----  
Name: Michael D. Willis

-----  
Title: VP, Credit Analysis  
-----

CREDIT SUISSE FIRST BOSTON

By: /s/ JAMES P. MORAN

-----  
Name: James P. Moran

-----  
Title: Director  
-----

By: /s/ DAVID M. KOCZAN

-----  
Name: David M. Koczan

-----  
Title: Assistant Vice President  
-----

THE FUJI BANK, LIMITED

By: /s/ TORU MAEDA

-----  
Name: Toru Maeda

-----  
Title: General Manager  
-----

FORTIS CAPITAL CORP.

By: /s/ DARRELL HOLLEY  
-----  
Name: Darrell Holley  
-----  
Title: Managing Director  
-----

By: /s/ CHRIS PARADA  
-----  
Name: Chris Parada  
-----  
Title: Vice President  
-----

KBC BANK N.V.

By: /s/ ROBERT SNAUTHER  
-----  
Name: Robert Snauther  
-----  
Title: First Vice President  
-----

By: /s/ ERIC RASKIN  
-----  
Name: Eric Raskin  
-----  
Title: Vice President  
-----

WELLS FARGO BANK TEXAS, N.A.

By: /s/ KAREN PATTERSON  
-----  
Name: Karen Patterson  
-----  
Title: Vice President  
-----

BNP PARIBAS

By: /s/ MARK A. COX  
-----  
Name: Mark A. Cox  
-----  
Title: Director  
-----

By: /s/ LARRY ROBINSON  
-----  
Name: Larry Robinson  
-----  
Title: Vice President  
-----



SUNTRUST BANK

By: /s/ STEVE NEWBY  
-----  
Name: Steve Newby  
-----  
Title: Vice President  
-----

RZB FINANCE LLC

By: /s/ DIETER BEINTREXTER  
-----  
Name: Dieter Beintrexter  
-----  
Title: President  
-----

By: /s/ FRANK J. YAUTZ  
-----  
Name: Frank J. Yautz  
-----  
Title: First Vice President  
-----

BAYERISCHE HYPO-UND VEREINSBANK, AG  
(New York Branch)

By: /s/ STEVEN ATWELL

-----  
Name: Steven Atwell

-----  
Title: Director  
-----

By: /s/ SHANNON BATCHMAN

-----  
Name: Shannon Batchman

-----  
Title: Director  
-----

THE ROYAL BANK OF SCOTLAND plc, New York Branch

By: /s/ KEVIN J. HOWARD

-----  
Name: Kevin J. Howard

-----  
Title: Managing Director  
-----

By: /s/ KEVIN J. HOWARD

-----  
Name: Kevin J. Howard

-----  
Title: Managing Director  
-----

CITICORP USA

By: /s/ MICHAEL W. NERVEUX

-----  
Name: Michael W. Nerveux

-----  
Title: Director  
Citicorp North America, Inc.  
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NATEXIS BANQUES POPULAIRES

By: /s/ DANIEL PAYER

-----  
Name: Daniel Payer

-----  
Title: Vice President  
-----

By: /s/ LOUIS P. LAVILLE, III

-----  
Name: Louis P. Laville, III

-----  
Title: Vice President and Group Manager  
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ROYAL BANK OF CANADA

By: /s/ TOM J. OBERAIGNER

-----  
Name: Tom J. Oberaigner

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Title: Senior Manager  
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EXHIBIT A  
TO  
FIRST AMENDMENT  
TO  
EL PASO ENERGY PARTNERS'  
FIFTH AMENDED AND RESTATED CREDIT AGREEMENT  
  
THE CHACO TRANSACTIONS

I. THE CHACO PLANT

The Chaco Plant, the third largest natural gas processing plant in the United States measured by liquids produced, is located in the San Juan Basin in New Mexico. It is capable of processing up to 600 Mmcf/d of natural gas and handling up to 50,000 bbls/d of NGLs. The Chaco Plant is a state of the art cryogenic plant that uses high pressures and extremely low temperatures to remove water, impurities and excess hydrocarbon liquids from the raw natural gas stream and recover ethane as well as propane and the heavier hydrocarbons. The Chaco Plant receives and processes natural gas from the San Juan Gathering System (the "Gathering System"), an over 5,500 mile natural gas gathering system in New Mexico owned and operated by an affiliate of El Paso Field Services ("Field Services"). Field Services, directly or through subsidiaries, owns (beneficially) and operates the Chaco Plant, subject to a sale-leaseback financing agreement.

II. TRANSACTION OVERVIEW

In a series of related transactions, the Partnership (through a Restricted Subsidiary under the Credit Agreement) will pay approximately \$198.5 million to acquire title to and other interests in the Chaco Plant and certain related rights and interests for the next 20 years; including the dedication of all uncommitted processing rights that Field Services has with respect to natural gas gathered by the Gathering System. In addition, Field Services has agreed to continue to acquire processing rights and dedicate the underlying natural gas to the Chaco Plant. Natural gas delivered by Field Services will have first priority on plant capacity. Field Services will pay the Partnership 13.44cents for each Mcf of natural gas processed at the plant by Field Services. The Partnership will bear all costs of ownership and operations of the Chaco Plant. Field Services personnel will continue to operate the plant for the Partnership.

III. CURRENT STATUS OF CHACO PLANT

Field Services, through a subsidiary, constructed the Chaco Plant in 1995. Field Services financed a portion of the Chaco Plant construction through a sale-leaseback transaction in which Field Services sold the Chaco Plant to a Massachusetts business trust (the "Trust") created by the lenders and leased the Chaco Plant back from the Trust through October 2002. The transaction effectively was structured as follows:

- (1) The lenders capitalized the Trust through a loan and a small equity contribution, and were issued notes to evidence the loan and certificates to evidence the equity from the Trust;



- (2) The Trust purchased the Chaco Plant using the lenders' investment and loaned funds, and granted liens covering the Chaco Plant in favor of the lenders;
- (3) The Trust leased the Chaco Plant back to Field Services;
- (4) Field Services has the obligation to operate the Chaco Plant;
- (5) Field Services has the right to repurchase the plant in October 2002 for approximately \$72 million; and
- (6) If Field Services does not exercise its repurchase right, it has to pay a substantial forfeiture payment to the Trust.

State Street Bank and Trust Company is currently the trustee of the Trust.

#### IV. THE CURRENTLY CONTEMPLATED CHACO TRANSACTIONS

In order for the Partnership's Restricted Subsidiary to acquire its interests in the Chaco Plant, the following transactions will occur:

- (1) The Partnership will acquire title to the Plant, subject to the Chaco lease documents, by becoming the beneficiary of the Trust through the purchase of the notes and certificates issued by the Trust to the sale-leaseback lenders;
- (2) The Restricted Subsidiary will become agent for the Trust;
- (3) Another Restricted Subsidiary will become trustee of the Trust;
- (4) The Trust will become a Restricted Subsidiary and, accordingly, will guarantee the indebtedness outstanding under the Credit Agreement and pledge its assets as collateral for the Credit Agreement;
- (5) The Restricted Subsidiary and Field Services will enter into a Tolling Agreement under which (a) Field Services will dedicate all of the natural gas received into the Gathering System to the Chaco Plant for processing (except for certain amounts of natural gas that have previously been dedicated to the nearby Conoco/Blanco Plant, and certain other amounts of natural gas that will be used for fuel use, farm taps and lift gas, or temporarily offloaded due to capacity constraints on the Gathering System pursuant to terms of existing gathering agreements), (b) Field Services will be obligated to attempt to acquire additional processing rights for gas gathered by the Gathering System, (c) gas delivered to the Chaco Plant by Field Services will have a processing priority over other gas; and
- (6) Field Services personnel will continue to operate and provide other services related to the Chaco Plant.