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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 8-K

CURRENT REPORT

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

Date of Report: May 9, 2003
(Date of earliest event reported: July 31, 2002)

ENTERPRISE PRODUCTS PARTNERS L.P.
ENTERPRISE PRODUCTS OPERATING L.P.
(Exact name of registrant as specified in its charter)

DELAWARE	1-14323	76-0568219
DELAWARE	333-93239-01	76-0568220
(State or other jurisdiction of incorporation or organization)	(Commission File Number)	(I.R.S. Employer Identification Number)

2727 NORTH LOOP WEST, HOUSTON, TEXAS	77008
(Address of principal executive offices)	(Zip Code)

(713) 880-6500
(Registrants' telephone number, including area code)

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EXPLANATORY NOTE

This report constitutes a combined report for Enterprise Products Partners L.P. ("Enterprise") (Commission File No. 1-14323) and its 98.9899% owned subsidiary, Enterprise Products Operating L.P. (the "Operating Partnership") (Commission File No. 333-93239-01). Since the Operating Partnership owns substantially all of Enterprise's consolidated assets and conducts substantially all of Enterprise's business and operations, the information set forth herein constitutes combined information for Enterprise and the Operating Partnership.

Unless the context requires otherwise, references to "we," "us" or "our" are intended to mean the consolidated business and operations of Enterprise Products Partners L.P., which includes Enterprise Products Operating L.P. and its subsidiaries.

ITEM 5. OTHER EVENTS.

1. On August 1, 2002, we announced the purchase of equity interests in affiliates of The Williams Companies, Inc., which in turn, own controlling interests in Mid-America Pipeline Company, LLC ("Mid-America") and Seminole Pipeline Company ("Seminole"). The purchase price of the acquisitions was approximately \$1.2 billion and was determined pursuant to arms-length negotiations between the parties. The effective date of the acquisitions was July 31, 2002. We filed audited financial statements for the years ended December 31, 1999, 2000 and 2001 and unaudited financial statements for the six month periods ended June 30, 2001 and 2002 for each of Mid-America and Seminole on our Current Report on Form 8-K/A-1 dated September 26, 2002. We are refiling those financial statements with this report so that they will be incorporated by reference in our recently filed registration statements. In addition, this report also includes a pro forma income statement of Enterprise for the year ended December 31, 2002.
2. On April 9, 2003, we executed the Sixth Amendment to Conveyance of Gas Processing Rights, dated as of March 1, 2003 among one of our subsidiaries, Shell Oil Company and several affiliates of Shell Oil Company (the "Amendment") and a related letter agreement (the "Letter Agreement"). The Amendment and the Letter Agreement are included as exhibits to this report.

The Amendment adds a new Section 6.6 to the original agreement that provides for certain pricing adjustments if Enterprise's Average Net Margin (as defined in Section 6.6) is below a certain "floor" amount or above a certain "ceiling" amount, which in either case, would be outside Enterprise's expected range of Average Net Margin. The purpose of the pricing adjustments is to limit the exposure of the parties during periods of abnormal natural gas and product pricing.

The Letter Agreement provides that (i) for the five calendar year period beginning March 1, 2008 and for each five calendar year period thereafter during the term of the agreement (i.e., March 1, 2013 through February 28, 2018), either party shall have the right to renegotiate the terms of Section 6.6 for such five year period, and (ii) if the parties fail to reach an agreement with respect to such renegotiation prior to the beginning of such five year period, such Section 6.6 and the Letter Agreement shall terminate.

ITEM 7. FINANCIAL STATEMENTS AND EXHIBITS.

(a) FINANCIAL STATEMENTS OF BUSINESS ACQUIRED:

1. Mid-America Pipeline System (A Division of The Williams Companies, Inc.)--audited financial statements for the years ended December 31, 1999, 2000 and 2001 and unaudited financial statements for the six month periods ended June 30, 2001 and 2002.
2. Seminole Pipeline Company--audited financial statements for the years ended December 31, 1999, 2000 and 2001 and unaudited financial statements for the six month periods ended June 30, 2001 and 2002.

(b) PRO FORMA FINANCIAL INFORMATION:

1. Enterprise Products Partners L.P. and subsidiaries--unaudited pro forma statement of consolidated operations for the year ended December 31, 2002.

(c) EXHIBITS:

- *10.1 Sixth Amendment to Conveyance of Gas Processing Rights, dated as of March 1, 2003 among Enterprise Gas Processing, LLC, Shell Oil Company, Shell Exploration & Production Company, Shell Offshore Inc., Shell Consolidated Energy Resources Inc., Shell Land & Energy Company, Shell Frontier Oil & Gas Inc. and Shell Gulf of Mexico Inc.
- 10.2 Letter Agreement dated April 9, 2003, relating to Sixth Amendment to Conveyance of Gas Processing Rights filed as Exhibit 10.1 to this report.
- 23.1 Consent of Ernst & Young LLP.

*Portions of this exhibit have been omitted pursuant to a request for confidential treatment.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrants have duly caused this report to be signed on their behalf by the undersigned hereunto duly authorized.

ENTERPRISE PRODUCTS PARTNERS L.P.
ENTERPRISE PRODUCTS OPERATING L.P.

By: Enterprise Products GP, LLC,
as General Partner of both registrants

Date: May 8, 2003

By: /s/ Michael J. Knesek

Michael J. Knesek
Vice President, Controller and
Principal Accounting Officer

ITEM 7. FINANCIAL STATEMENTS
FINANCIAL STATEMENTS OF BUSINESSES ACQUIRED
PRO FORMA UNAUDITED FINANCIAL INFORMATION

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COMBINED FINANCIAL STATEMENTS OF MID-AMERICA PIPELINE SYSTEM

Report of Independent Auditors

The Board of Directors of
The Williams Companies, Inc.:

We have audited the accompanying combined balance sheets of Mid-America Pipeline System (A Division of The Williams Companies, Inc.) (See Note 1) as of December 31, 2000 and 2001 and the related combined statements of operations and owner equity and cash flows for each of the three years in the period ended December 31, 2001. These financial statements are the responsibility of The Williams Companies, Inc.'s management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with auditing standards generally accepted in the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the combined financial statements referred to above present fairly, in all material respects, the combined financial position of Mid-America Pipeline System (A Division of The Williams Companies, Inc.) (See Note 1) at December 31, 2000 and 2001 and the combined results of their operations and their cash flows for each of the three years in the period ended December 31, 2001, in conformity with accounting principles generally accepted in the United States.

ERNST & YOUNG LLP

Tulsa, Oklahoma
September 6, 2002

MID-AMERICA PIPELINE SYSTEM
(A DIVISION OF THE WILLIAMS COMPANIES, INC.)
COMBINED BALANCE SHEETS
(DOLLARS IN THOUSANDS)

DECEMBER 31,

--- JUNE 30,

2000 2001

2002 -----

(UNAUDITED)

ASSETS

CURRENT

ASSETS

Accounts

receivable -

affiliates \$

9,396 \$

16,181 \$

20,506

Accounts

receivable -

other 743

540 1,383

Income taxes

due from

affiliates

8,213 --

11,855

Product

inventory

30,562

15,416

10,210

Prepaid and

other

current

assets 4,283

2,017 868 --

Total

current

assets

53,197

34,154

44,822

PROPERTY,

PLANT AND

EQUIPMENT,

NET 680,735

673,627

633,937

OTHER ASSETS

2,851 3,054

2,844 -----

TOTAL \$

736,783 \$

710,835 \$

681,603

=====

=====

=====

LIABILITIES

AND

STOCKHOLDERS'

EQUITY

CURRENT

LIABILITIES

Accounts

payable -

trade \$

7,263 \$

6,518 \$

5,178	
Accounts payable - affiliates	163,552
	93,292
	26,726
Income taxes due to affiliates -	- 381 --
Accrued taxes, other than income taxes	4,616
5,400	7,777
Other current liabilities	475 1,951
2,468	-----
-----	-----
-----	-----
Total current liabilities	175,906
	107,542
42,149 LONG-TERM DEBT	90,000
	90,000
	90,000
DEFERRED INCOME TAXES	112,351
	119,259
	122,611
OTHER LONG-TERM LIABILITIES	342 6,225
	384
COMMITMENTS	
OWNER EQUITY	358,184
	387,809
426,459	----
-----	-----
-----	-----
TOTAL \$	736,783 \$
	710,835 \$
	681,603
=====	
=====	
=====	

See Notes to Financial Statements

 ----- INCOME
 BEFORE INCOME
 TAXES 67,494
 62,377 47,070
 13,709 44,444
 PROVISION FOR
 INCOME TAXES
 (23,651)
 (22,826)
 (17,445)
 (4,894)
 (16,604) -----

 ----- NET
 INCOME \$
 43,843 \$
 39,551 \$
 29,625 \$
 8,815 \$
 27,840
 DIVIDEND OF
 ASSETS --
 (4,127) -- --
 (23,571)
 OWNER
 CONTRIBUTION

 34,381 OWNER
 EQUITY AT
 BEGINNING OF
 PERIOD
 278,917
 322,760
 358,184
 358,184
 387,809 -----

 ----- OWNER
 EQUITY AT END
 OF PERIOD \$
 322,760 \$
 358,184 \$
 387,809 \$
 366,999 \$
 426,459
 =====
 =====
 =====
 =====
 =====

See Notes to Financial Statements

MID-AMERICA PIPELINE SYSTEM
(A DIVISION OF THE WILLIAMS COMPANIES, INC.)
COMBINED STATEMENTS OF CASH FLOWS
(DOLLARS IN THOUSANDS)

SIX MONTHS
ENDED FOR
YEARS ENDED
DECEMBER
31, JUNE
30, -----

- 1999 2000
2001 2001
2002 -----

(UNAUDITED)
OPERATING
ACTIVITIES
Net income
\$ 43,843 \$
39,551 \$
29,625 \$
8,815 \$
27,840

Adjustments
to
reconcile
net income
to cash
flows

provided by
(used for)
operating
activities:

Depreciation
19,020
25,000
25,001
12,392
12,291
Lower of
cost or
market
adjustment
-- --

18,833
12,903 --
Deferred
income
taxes
13,048
7,175 7,060
1,892 3,196

Net effect
of changes
in
operating
accounts

48,456
(51,002)
(62,626)
(32,600)
(41,237) --

Operating
activities
cash flows
124,367
20,724
17,893
3,402 2,090

INVESTING
ACTIVITIES
Capital
expenditures
(137,427)
(20,844)
(18,573)
(3,534)
(2,192)
Proceeds
from sale
of assets
13,060 120
680 132 102

Investing
activities
cash flows
(124,367)
(20,724)
(17,893)
(3,402)
(2,090) ---

CHANGE IN
CASH AND
CASH
EQUIVALENTS
-- -- --
-- CASH AND
CASH
EQUIVALENTS
AT
BEGINNING
OF PERIOD -

-- CASH AND
CASH
EQUIVALENTS

AT END OF
PERIOD \$ --
\$ -- \$ -- \$
-- \$ --

=====
=====
=====
=====
=====

See Notes to Financial Statements

MID-AMERICA PIPELINE SYSTEM
(A DIVISION OF THE WILLIAMS COMPANIES, INC.)
NOTES TO COMBINED FINANCIAL STATEMENTS
(INFORMATION PERTAINING TO JUNE 30, 2002 AND TO THE
SIX MONTHS ENDED JUNE 30, 2001 AND 2002 IS UNAUDITED)

1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

These financial statements and accompanying notes represent the combined historical financial information of (i) Mid-America Pipeline Company ("MAPL") and (ii) certain terminals and storage facilities ("Terminals and Storage"), all of which is owned by The Williams Companies, Inc. Unless the context requires otherwise, references to "we", "us", "our", or the "Company" are intended to mean MAPL and the Terminals and Storage facilities. In addition, references to "Williams" in these footnotes are intended to mean The Williams Companies, Inc. and its affiliates.

MAPL, a Delaware corporation, was organized in May 1968 for the purpose of owning and operating a natural gas liquids ("NGLs") pipeline. Since its formation, MAPL's operations have expanded to include the transportation, pumping, metering and underground storage of a variety of NGLs, including demethanized mix, ethane-propane mix and specification liquid products. Our primary asset is the pipeline system located in the Rocky Mountains, the Midwest and a portion of the Southwest United States. Approximately 20 natural gas processing plants in Wyoming, Utah and Colorado feed NGLs into the MAPL system for delivery to several destinations.

The Terminals and Storage facilities, were contributed by Williams to Sapling LLC ("Sapling"), a Delaware corporation, organized in July 2002 by Williams. The MAPL system serves the Midwestern U.S. heating market via Sapling's 16 propane truck-loading terminals located on the MAPL system. Sapling also owns underground NGL storage capacity that provides operating flexibility along the MAPL system.

Also in July 2002, Williams converted MAPL from a corporation to a limited liability company, Mid-America Pipeline Company, LLC ("MAPL, LLC"). Williams then contributed Sapling to MAPL, LLC. On July 31, 2002, Williams contributed its 100% equity interest in MAPL, LLC to a newly formed affiliate of Williams, Mapletree, LLC. This contribution was done as part of a subsequent transaction that took place between Williams and Enterprise Products Operating L.P ("EPOLP") on the same date, whereby EPOLP purchased a 98% equity interest in Mapletree, LLC for \$940.2 million.

Immediately prior to the sale of 98% of Williams' membership interest in MAPL, LLC to EPOLP, all long-term debt of MAPL, LLC was repaid.

The interim financial data is unaudited; however, in the opinion of management, the interim financial data includes all adjustments, consisting of normal recurring adjustments, necessary for a fair presentation of the financial position as of June 30, 2002 and the results of operations for the six-month periods ended June 30, 2001 and 2002. The results of operations for the six months ended June 30, 2001 and 2002 are not necessarily indicative of the results to be expected for the full year.

DOLLAR AMOUNTS presented in the tabulations within the notes to our financial statements are stated in thousands of dollars, unless otherwise indicated.

ENVIRONMENTAL expenditures that relate to current or future revenues are expensed or capitalized based upon the nature of the expenditures. Expenditures resulting from an existing condition caused by past operations that do not contribute to current or future revenue generation are expensed. Environmental liabilities are recorded independently of any potential claim for recovery. Receivables are recognized in cases where the realization of reimbursements of remediation costs are considered probable. Accruals related to environmental matters are generally determined based on site-specific plans for remediation, taking into account the prior remediation experience of the Company.

INCOME TAXES are computed using the liability method and are provided on all temporary differences between the financial basis and the tax basis of the Company's assets and liabilities. For federal income tax reporting, the Company is included in Williams' consolidated tax return. The provision for income taxes has been charged to the Company as if separate income tax returns were filed.

LONG-LIVED ASSETS are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Long-lived assets that are held for disposal are valued at the lower of carrying amount or fair value less cost to sell.

PRODUCT INVENTORY consists of various NGL products we utilize in the operation of our pipeline. Product inventory is valued at the lower of average cost or market. For the year ended December 31, 2001, operating costs and expenses include a lower of average cost or market adjustment of \$18.8 million.

PROPERTY, PLANT AND EQUIPMENT is recorded at cost and is depreciated using the straight-line method over the asset's estimated useful life at annual rates ranging from 1.40% to 11.30%. Expenditures for maintenance and repairs are charged to operations in the period incurred.

REVENUE is based on tariffs charged to customers for pipeline volumes transported. Shippers are invoiced and the related revenue is recorded as deliveries are made.

USE OF ESTIMATES AND ASSUMPTIONS by management that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period are required for the preparation of financial statements in conformity with accounting principles generally accepted in the United States. Our actual results could differ from these estimates.

2. RECENTLY ISSUED ACCOUNTING STANDARDS

The Financial Accounting Standards Board ("FASB") issued Statement of Financial Accounting Standards ("SFAS") No. 143, "Accounting for Asset Retirement Obligations" in June 2001. This statement establishes accounting standards for the recognition and measurement of a liability for an asset retirement obligation and the associated asset retirement cost. This statement is effective for our fiscal year beginning January 1, 2003. We are evaluating the provisions of this statement.

In August 2001, the FASB issued SFAS No. 144, "Accounting for the Impairment or Disposal of Long-Lived Assets". This statement addresses financial accounting and reporting for the impairment and/or disposal of long-lived assets. We adopted this statement effective January 1, 2002 and determined that it did not have any significant impact on our financial statements as of that date.

In April 2002, the FASB issued SFAS No. 145, "Rescission of SFAS Statements No. 4, 44, and 64, Amendment of SFAS No. 13, and Technical Corrections." The purpose of this statement is to update, clarify and simplify existing accounting standards. We adopted this statement effective April 30, 2002 and determined that it did not have any significant impact on our financial statements as of that date.

In July 2002, the FASB issued SFAS No. 146, "Accounting for Costs Associated with Exit or Disposal Activities." This standard requires companies to recognize costs associated with exit or disposal activities when they are incurred. Examples of costs covered by the standard include lease termination costs and certain employee severance costs that are associated with a restructuring, discontinued operation, plant closing, or other exit or disposal activity. Previous accounting guidance was provided by EITF Issue No. 94-3, "Liability Recognition for Certain Employee Termination Benefits and Other Costs to Exit an Activity (including Certain Costs Incurred in a Restructuring)." SFAS No. 146 replaces Issue 94-3. SFAS No. 146 is to be applied prospectively to exit or disposal activities initiated after December 31, 2002. This statement is effective for our fiscal year beginning January 1, 2003. We are evaluating the provisions of this statement.

3. PROPERTY, PLANT AND EQUIPMENT

Property, plant and equipment consists of the following at the periods indicated:

DECEMBER	
31, -----	

----- JUNE	
30, 2000	
2001 2002 -	
----- -	
----- -	

(UNAUDITED)	
Pipelines	
and related	
equipment \$	
970,393 \$	
981,733 \$	
943,115	
Land 1,303	
1,445 1,445	

Total	
971,696	
983,178	
944,560	
Less	
accumulated	
depreciation	
(290,961)	
(309,551)	
(310,623) -	
----- -	
----- -	

Property,	
plant and	
equipment,	
net \$	
680,735 \$	
673,627 \$	
633,937	
=====	
=====	
=====	

During 1999, we capitalized \$7.0 million of interest related to a pipeline expansion project.

During 2002, we contributed fixed assets with a net book value of \$23.6 million to an affiliate of Williams. The transaction was accounted for as a non-cash dividend.

4. LONG-TERM DEBT

During 1992, we issued five different series of Senior Unsecured Notes in the private placement market. The notes have a combined principal balance of \$90 million with interest rates between 8.20% to 8.95%. The notes have principal payments beginning in July 2007. Interest is paid semi-annually either January 1 and July 1 or April 30 and October 30. The note agreements contain restrictive covenants, which limit the payment of advances or dividends to stockholders and restrict additional borrowing of funds. Such provisions restricted \$100 million of combined net worth related to MAPL at December 31, 2001. We were in compliance with these covenants at December 31, 2001.

5. INCOME TAXES

The provision for income taxes are as follows for the periods indicated:

FOR
YEARS
ENDED
DECEMBER

31, ----

 1999
 2000
 2001 ---

 -- -----

 Current:
 Federal
 \$ 9,327
 \$ 15,342
 \$ 9,718
 State
 1,276
 309 667

 -- -----

 10,603
 15,651
 10,385
 Deferred:
 Federal
 11,702
 6,088
 6,105
 State
 1,346
 1,087
 955 ----

 Provision
 for
 income
 taxes \$
 23,651 \$
 22,826 \$
 17,445 -

Deferred
 tax assets:
 Accrued
 liabilities
 167 140
 Other 2,956
 3,077 -----

 ----- Total
 deferred
 tax assets
 3,123 3,217

 Net
 deferred
 tax
 liabilities
 \$ 112,351 \$
 119,259
 =====
 =====

6. RELATED PARTY TRANSACTIONS

Williams' affiliated companies transport product in our pipelines. Operating revenues from affiliates were as follows:

FOR YEARS
 ENDED
 DECEMBER
 31, -----

 -- 1999
 2000 2001

 Revenues
 from
 affiliates
 \$ 30,328 \$
 40,531 \$
 46,954
 Revenues
 from
 affiliates
 as a
 percentage
 of total
 revenues
 16% 19%
 22%

At December 31, 2000 and 2001, we held affiliate receivable balances of \$8.5 million and \$14.3 million respectively, from Seminole Pipeline Company ("Seminole"), an 80%-owned subsidiary of Williams, primarily for MAPL's share of the joint tariff on movements generated in MAPL's pipeline system. MAPL is paid for its share of the joint tariff following delivery of NGLs to destinations on Seminole's pipeline system.

Williams charges their affiliates for certain general and administrative expenses that are directly identifiable or allocable to the affiliates. The majority of these expenses are reflected within general and administrative expenses. Allocated general and administrative expenses are based on a three-factor formula, which is accepted by the Federal Energy Regulatory Commission and considers operating margins, property, plant and equipment and payroll. These allocated costs from various Williams subsidiaries were as follows:

FOR
 YEARS
 ENDED
 DECEMBER
 31, ----

1999
2000
2001 ---

- - - - -

--
Allocated
G&A
expenses
\$ 23,321
\$ 26,783
\$ 19,067

million. The non-cash transaction was accounted for as a reduction to accounts payable -- affiliate and an increase to owner equity.

10. FAIR VALUE OF FINANCIAL INSTRUMENTS

The following disclosure of estimated fair value was determined by us, using available market information and appropriate valuation methodologies. Considerable judgment, however, is necessary to interpret market data and develop the related estimates of fair value. Accordingly, the estimates presented herein are not necessarily indicative of the amounts that we could realize upon disposition of the financial instruments. The use of different market assumptions and/or estimation methodologies may have a material effect on the estimated fair value amounts.

Long-term debt. Debt consists of private placement senior notes. The fair value of private debt is valued based on the prices of similar securities with similar terms and credit ratings.

The carrying amounts and fair values for our financial instruments at December 31, 2000 and 2001 are as follows:

2000	
2001 --	

--	
CARRYING	
FAIR	
CARRYING	
FAIR	
VALUE	
VALUE	
VALUE	
VALUE -	

--	

Long-	
term	
debt \$	
90,000	
\$	
99,479	
\$	
90,000	
\$	
98,737	

11. SIGNIFICANT CONCENTRATIONS OF RISK

All of our revenues are derived from the transportation of NGLs to various companies in the NGL industry, primarily located in the United States. Although this concentration could affect our overall exposure to credit risk since these customers might be affected by similar economic or other conditions, management believes that the Company is exposed to minimal credit risk, since the majority of our business is conducted with major companies within the industry. We perform periodic credit evaluations of our customers' financial condition and generally do not require collateral for receivables.

FINANCIAL STATEMENTS OF SEMINOLE PIPELINE COMPANY

Report of Independent Auditors

The Board of Directors of
Seminole Pipeline Company:

We have audited the accompanying balance sheets of Seminole Pipeline Company as of December 31, 2000 and 2001 and the related accompanying statements of operations, statements of stockholders' equity, and cash flows for each of the three years in the period ended December 31, 2001. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with auditing standards generally accepted in the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Seminole Pipeline Company at December 31, 2000 and 2001 and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2001, in conformity with accounting principles generally accepted in the United States.

ERNST & YOUNG LLP

Tulsa, Oklahoma
March 6, 2002,
except for the matter described in Note 14,
as to which the date is September 6, 2002

SEMINOLE PIPELINE COMPANY
BALANCE SHEETS
(DOLLARS IN THOUSANDS)

DECEMBER 31,

JUNE 30,
2000 2001
2002 -----

- (RESTATED)
(UNAUDITED)

ASSETS
CURRENT
ASSETS Cash
and cash
equivalents
\$ 11,535 \$
16,513 \$
11,160
Accounts
receivable -
trade 6,066
10,995 8,791
Accounts
receivable -
affiliates
1,582 2,783
7,791
Accounts
receivable -
other 117
152 408
Income taxes
due from
affiliates -
- - 1,637
Prepaid and
other
current
assets 87 35
122 -----

Total
current
assets
19,388
30,479
29,909
PROPERTY,
PLANT AND
EQUIPMENT,
NET 261,358
251,751
249,390
OTHER ASSETS
194 170 440

TOTAL \$
280,940 \$
282,399 \$
279,739
=====

LIABILITIES
AND
STOCKHOLDERS'
EQUITY
CURRENT
LIABILITIES
Current
portion of
long-term
debt \$
15,000 \$

15,000	\$	
15,000		
Accounts payable -		
trade	4,644	
2,646	2,389	
Accounts payable -		
affiliates		
15,437		
15,460		
17,948		
Accrued income taxes due		
affiliates		
54	8,471	--
Accrued taxes, other than income taxes	2,557	
2,717	2,665	
Other current liabilities		
3,265	796	
1,853	-----	

-- Total current liabilities		
40,957		
45,090		
39,855	LONG-TERM DEBT	
60,000		
45,000		
45,000		
DEFERRED INCOME TAXES		
58,858		
59,226		
59,116		
COMMITMENTS AND CONTINGENCIES		
STOCKHOLDERS' EQUITY		
Capital stock:		
Preferred stock, Series A, without par value, \$100 stated value; 100 shares authorized and issued; involuntary liquidation preference aggregated \$79,170	10	
10	10	Common stock, \$100 par value; 1,000 shares authorized and issued
100	100	100
Paid-in capital		
114,357		
114,357		
114,357		
Retained earnings		
6,658	18,616	
21,301	-----	

--- Total stockholders'		

equity
121,125
133,083
135,768 ----

---- Total \$
280,940 \$
282,399 \$
279,739
=====
=====
=====

See Notes to Financial Statements

SEMINOLE PIPELINE COMPANY
 STATEMENTS OF OPERATIONS
 (DOLLARS IN THOUSANDS)

SIX MONTHS
 ENDED FOR
 YEARS ENDED
 DECEMBER 31,
 JUNE 30, ----

1999 2000
 2001 2001
 2002 -----

(RESTATED)
 (UNAUDITED)
 REVENUES \$
 64,210 \$
 66,609 \$
 65,800 \$
 30,880 \$

34,856 COSTS
 AND EXPENSES
 Operating
 costs and
 expenses
 27,278 37,293
 33,539 16,430
 17,315

Selling,
 general and
 administrative
 1,035 1,700
 1,535 750 796

---- Total
 28,313 38,993
 35,074 17,180
 18,111 -----

OPERATING
 INCOME 35,897
 27,616 30,726
 13,700 16,745

OTHER INCOME
 (EXPENSE)
 Interest
 expense
 (5,002)
 (5,003)
 (5,160)
 (2,450)
 (2,006)

Other, net
 670 (1,542)
 662 (9) (7) -

---- Total
 (4,332)
 (6,545)
 (4,498)
 (2,459)
 (2,013) -----

INCOME BEFORE
 INCOME TAXES
 31,565 21,071
 26,228 11,241
 14,732

PROVISION FOR
INCOME TAXES
(11,611)
(7,590)
(9,470)
(3,837)
(5,347) -----

NET INCOME \$
19,954 \$
13,481 \$
16,758 \$
7,404 \$ 9,385
=====
=====
=====
=====
=====

See Notes to Financial Statements


```

-----
Balance,
December
31, 2001
(restated)
  10 100
 114,357
  18,616
133,083 Net
income
(unaudited)
-----
9,385 9,385
Cash
dividends
paid to
stockholders
(unaudited)
-----
(6,700)
(6,700) ---
-----
-----
-----
-----
-----
-----
Balance,
June 30,
2002
(unaudited)
$ 10 $ 100
$ 114,357 $
 21,301 $
 135,768
=====
=====
=====
=====
=====

```

See Notes to Financial Statements

 INVESTING
 ACTIVITIES
 Capital
 expenditures
 (1,964)
 (810) (576)
 (297)
 (2,763)
 Proceeds
 from sale
 of assets
 18 15 11 11
 14 -----
 -- -----
 -- -----
 -- -----
 -- -----

--
 Investing
 activities
 cash flows
 (1,946)
 (795) (565)
 (286)
 (2,749) ---

 FINANCING
 ACTIVITIES
 Long-term
 debt
 repayments
 -- --
 (15,000) --
 -- Cash
 dividends
 paid to
 stockholders
 (24,000)
 (31,590)
 (4,800)
 (2,000)
 (6,700) ---

 Financing
 activities
 cash flows
 (24,000)
 (31,590)
 (19,800)
 (2,000)
 (6,700) ---

 CHANGE IN
 CASH AND
 CASH
 EQUIVALENTS
 (6,698)
 2,661 4,978
 6,083
 (5,353)
 CASH AND
 CASH
 EQUIVALENTS
 AT
 BEGINNING
 OF PERIOD
 15,572
 8,874
 11,535
 11,535
 16,513 ----

----- CASH
AND CASH
EQUIVALENTS
AT END OF
PERIOD \$
8,874 \$
11,535 \$
16,513 \$
17,618 \$
11,160
=====
=====
=====
=====
=====

See Notes to Financial Statements

SEMINOLE PIPELINE COMPANY
NOTES TO FINANCIAL STATEMENTS
(INFORMATION PERTAINING TO JUNE 30, 2002 AND TO THE
SIX MONTHS ENDED JUNE 30, 2001 AND 2002 IS UNAUDITED)

1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Seminole Pipeline Company ("Seminole"), a Delaware corporation, was organized in 1981 for the purpose of constructing and operating a common carrier liquified petroleum products pipeline. Unless the context requires otherwise, references to "we", "us", "our", or the "Company" are intended to mean Seminole Pipeline Company. Seminole's 100 shares of non-voting and non-participating preferred stock and 1,000 shares of common stock are held by Williams Natural Gas Liquids Inc. ("WNL") (80%), AMOCO Pipeline Seminole Investment Company ("AMOCO") (10%) and Texaco Natural Gas Liquids Inc. ("Texaco") (10%).

Our operations include the transportation, pumping, metering and underground storage of natural gas liquids ("NGLs"), including demethanized mix, ethane-propane mix and specification liquid products. Our primary asset, the Seminole pipeline primarily transports natural gas liquids ("NGLs") from Hobbs, Texas and the Permian Basin to Mont Belvieu, Texas. We have only one operating segment, pipeline transportation.

These financial statements are prepared in accordance with generally accepted accounting principles in the United States. The information contained in these financial statements may differ in some respects from the information filed with the Federal Energy Regulatory Commission ("FERC").

The interim financial data are unaudited; however, in the opinion of management, the interim financial data includes all adjustments, consisting of normal recurring adjustments, necessary for a fair presentation of the results as of June 30, 2002 and for the six-month periods ended June 30, 2001 and 2002. The results of operations for the six months ended June 30, 2002 and 2001 are not necessarily indicative of the results to be expected for the full year.

CASH AND CASH EQUIVALENTS consist of short-term, highly liquid investments that are readily convertible into cash. All investments classified as cash equivalents have maturities at the date of purchase of three months or less. Cash flows are computed using the indirect method.

DOLLAR AMOUNTS (except per share amounts) presented in the tabulations within the notes to our financial statements are stated in thousands of dollars, unless otherwise indicated.

EARNINGS PER SHARE is generally computed by dividing net income by either common stock outstanding (for basic earnings per share) or common and preferred stock outstanding (for diluted earnings per share). We have 1,000 shares of common stock outstanding and 100 shares of preferred stock outstanding during all periods presented within these financial statements. Earnings per share is not presented since the Company is a nonpublic entity that has a simple capital structure and few stockholders. As a result, we believe an earnings per share computation would not be meaningful to users of our financial statements.

ENVIRONMENTAL expenditures that relate to current or future revenues are expensed or capitalized based upon the nature of the expenditures. Expenditures resulting from an existing condition caused by past operations that do not contribute to current or future revenue generation are expensed. Environmental liabilities are recorded independently of any potential claim for recovery. Receivables are recognized in cases where the realization of reimbursements of remediation costs are considered probable. Accruals related to environmental matters are generally determined based on site-specific plans for remediation, taking into account the prior remediation experience of the Company.

INCOME TAXES are computed using the liability method and are provided on all temporary differences between the financial basis and the tax basis of the Company's assets and liabilities. For federal income tax reporting, the Company is included in The Williams Companies, Inc. ("Williams") consolidated tax return. The provision for income taxes has been charged to Seminole as if separate income tax returns were filed.

LONG-LIVED ASSETS are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Long-lived assets that are held for disposal are valued at the lower of carrying amount or fair value less cost to sell.

PROPERTY, PLANT AND EQUIPMENT is recorded at cost and is depreciated using the straight-line method over the asset's estimated useful life at annual rates ranging from 2.25% to 25%. Expenditures for maintenance and repairs are charged to operations in the period incurred. The cost of assets retired or sold, together with the related accumulated depreciation, is removed from the accounts, and any gain or loss on disposition is included in income.

REVENUE is based on tariffs charged to customers for pipeline volumes transported. Shippers are invoiced and the related revenue is recorded as deliveries are made.

USE OF ESTIMATES AND ASSUMPTIONS by management that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period are required for the preparation of financial statements in conformity with accounting principles generally accepted in the United States. Our actual results could differ from these estimates.

2. RECENTLY ISSUED ACCOUNTING STANDARDS

The Financial Accounting Standards Board ("FASB") issued Statement of Financial Accounting Standards ("SFAS") No. 143, "Accounting for Asset Retirement Obligations" in June 2001. This statement establishes accounting standards for the recognition and measurement of a liability for an asset retirement obligation and the associated asset retirement cost. This statement is effective for our fiscal year beginning January 1, 2003. We are evaluating the provisions of this statement.

In August 2001, the FASB issued SFAS No. 144, "Accounting for the Impairment or Disposal of Long-Lived Assets". This statement addresses financial accounting and reporting for the impairment and/or disposal of long-lived assets. We adopted this statement effective January 1, 2002 and determined that it did not have any significant impact on our financial statements as of that date.

In April 2002, the FASB issued SFAS No. 145, "Rescission of SFAS Statements No. 4, 44, and 64, Amendment of SFAS No. 13, and Technical Corrections." The purpose of this statement is to update, clarify and simplify existing accounting standards. We adopted this statement effective April 30, 2002 and determined that it did not have any significant impact on our financial statements as of that date.

In July 2002, the FASB issued SFAS No. 146, "Accounting for Costs Associated with Exit or Disposal Activities." This standard requires companies to recognize costs associated with exit or disposal activities when they are incurred. Examples of costs covered by the standard include lease termination costs and certain employee severance costs that are associated with a restructuring, discontinued operation, plant closing, or other exit or disposal activity. Previous accounting guidance was provided by EITF Issue No. 94-3, "Liability Recognition for Certain Employee Termination Benefits and Other Costs to Exit an Activity (including Certain Costs Incurred in a Restructuring)." SFAS No. 146 replaces Issue 94-3. SFAS No. 146 is to be applied prospectively to exit or disposal activities initiated after December 31, 2002. This statement is effective for our fiscal year beginning January 1, 2003. We are evaluating the provisions of this statement.

3. PROPERTY, PLANT AND EQUIPMENT

Property, plant and equipment consists of the following at the periods indicated:

DECEMBER		
31, -----		

---- JUNE		
30, 2000		
2001 2002 -		

(UNAUDITED)		
Pipelines		
and related		
equipment \$		
381,010 \$		
381,381 \$		
384,065		
Land 964		
964 964 ---		

----- Total		
381,974		
382,345		
385,029		
Less		
accumulated		
depreciation		
(120,616)		
(130,594)		
(135,639) -		

Property,		
plant and		
equipment,		
net \$		
261,358 \$		
251,751 \$		
249,390		
=====		
=====		
=====		

Depreciation expense for the years ended December 31, 1999, 2000 and 2001 was \$10.1 million, \$10.2 million and \$10.2 million, respectively. Depreciation expense for each of the six month periods ended June 30, 2001 and 2002 was \$5.1 million.

4. LONG-TERM DEBT

In December 1993, we issued \$75 million of 6.67% Senior Unsecured Notes in the private placement market. These notes are payable at \$15 million annually on December 1 from 2001 through 2005. Interest is paid semi-annually on June 1 and December 1. The Senior Notes agreement contains restrictive covenants, which limit the payment of advances or dividends to stockholders and restrict additional borrowing of funds. Such provisions restricted \$90 million of consolidated net worth at December 31, 2001. We were in compliance with these covenants at December 31, 2001.

5. CAPITAL STRUCTURE

In the event of involuntary liquidation or dissolution the Company, the holders of the preferred stock are entitled to be paid an amount equal to the subscription price (stated value of \$100 per share) and paid-in capital (contributions less distributions of paid-in capital) before any holders of common stock or any other class of stock receive distributions.

Cash dividends paid to stockholders are calculated each quarter based on the amount of cash flow available. The stockholders receive an amount proportionate to their ownership percentage.

6. INCOME TAXES

The provision for income taxes are as follows for the periods indicated:

FOR
YEARS
ENDED
DECEMBER
31, ----

--- 1999
2000
2001 ---

Current:
Federal
\$ 10,139
\$ 6,473
\$ 8,718
State
273 358
384 ----

10,412
6,831
9,102 --

Deferred:
Federal
1,012
797 334
State
187 (38)
34 -----

Provision
for
income
taxes \$
11,611 \$
7,590 \$
9,470
=====
=====
=====

Reconciliation from the provision for income taxes at the U.S federal statutory rate to the effective tax rate for the provision for income taxes are as follows:

FOR YEARS	
ENDED	
DECEMBER	
31, -----	

- 1999 2000	
2001 -----	

Provision	
at	
statutory	
rate \$	
11,048 \$	
7,375 \$	
9,180	
Increases	
(reductions)	
in taxes	
resulting	
from: State	
income	
taxes (net	
of federal	
benefit)	
299 208 272	
Other 264 7	
18 -----	

Provision	
for income	
taxes \$	
11,611 \$	
7,590 \$	
9,470	
=====	
=====	
=====	

Significant components of deferred tax liabilities and assets as of December 31, 2000 and 2001 are as follows:

DECEMBER	
31, -----	

----- 2000	
2001 -----	

Deferred	
tax	
liabilities:	
Property,	
plant and	
equipment \$	
61,184 \$	
61,729 ----	

Total	
deferred	
tax	
liabilities	
61,184	
61,729 ----	

Deferred	
tax assets:	
Accrued	
liabilities	
2,184 2,361	
Other 142	
142 -----	

--- Total
 deferred
 tax assets
 2,326 2,503

 Net
 deferred
 tax
 liabilities
 \$ 58,858 \$
 59,226
 =====
 =====

7. RELATED PARTY TRANSACTIONS

Our stockholders or their affiliated companies transport product in our pipeline system. Operating revenues from affiliates for the last three years were as follows:

FOR YEARS
 ENDED
 DECEMBER
 31, -----

 1999 2000
 2001 -----

 - Revenues
 from
 affiliates
 \$ 30,477 \$
 32,784 \$
 33,006
 Revenues
 from
 affiliates
 as a
 percentage
 of total
 revenues
 47% 49%
 50%

At December 31, 2000 and 2001, we owed \$8.5 million and \$14.3 million respectively, to Mid-America Pipeline Company ("MAPL"), a wholly-owned subsidiary of WNGP, primarily for its share of the joint tariff on movements originating in MAPL's pipeline system. MAPL is paid for its share of the joint tariff following delivery of the NGLs to destinations on our system.

In addition, MAPL employees provide pipeline management services to us pursuant to a service agreement. MAPL charged us \$1.0 million, \$1.2 million and \$1.2 million for such services during 1999, 2000 and 2001, respectively.

We lease land under an operating lease from an affiliate of AMOCO. Operating lease expense related to this arrangement was approximately \$0.1 million for each of the years 1999, 2000 and 2001. The fee is adjusted annually in accordance with the Gross National Product price deflator. The original term of the lease was fifteen years, beginning August 1, 1981, with a renewal option for three consecutive five-year periods. The lease was renewed on August 1, 1996 and August 1, 2001. Future minimum payments for this lease are as follows:

2002	\$	140
2003		143
2004		148
2005		151
2006		106

Total minimum obligations	\$	688
		=====

8. MAJOR CUSTOMERS

One non-affiliated shipper accounted for 17%, 15% and 15% of operating revenues for the years ended 1999, 2000 and 2001, respectively.

9. COMMITMENTS AND CONTINGENCIES

LEASE COMMITMENTS

We lease land from an affiliate of AMOCO under an operating lease agreement. See Note 7 for a description of this arrangement.

LITIGATION

On August 10, 1999, a subcontractor installing utility poles for a local electric utility struck our pipeline. The accident resulted in the death of one of the subcontractor's employees, destroyed the subcontractor's equipment and burned the vegetation on nearby lots. During January 2000, the decedent's family filed suit against us, the subcontractor and the local electric utility. We recorded an estimate for the settlement in 2000. Settlement was reached with the decedent's family during February 2001 for \$2.3 million. The payment was made March 9, 2001. The remaining liability of \$79,000 is included in other current liabilities at December 31, 2001, which is to cover remaining legal expenses.

In addition to the foregoing, various proceedings are pending against the Company incidental to our operations. Management believes the ultimate resolution of these matters will not have a material adverse effect upon our future financial position, results of operations or cash flow requirements.

10. SUPPLEMENTAL CASH FLOWS DISCLOSURE

SIX MONTHS
 ENDED FOR
 YEARS
 ENDED
 DECEMBER
 31, JUNE
 30, -----

 1999 2000
 2001 2001
 2002 -----

(UNAUDITED)
 (Increase)
 decrease
 in:
 Accounts
 receivable
 \$ (6,760)
 \$ 8,222 \$
 (6,165) \$
 (2,526) \$
 (3,060)
 Income
 taxes due
 from
 affiliates
 - - - - -

Income taxes paid were \$9.3 million, \$7.5 million and \$10.3 million for the year ended December 31, 1999, 2000 and 2001, respectively, and \$5.2 million for the six months ended June 30, 2002. No income taxes were paid during the six months ended June 30, 2001. Interest paid was \$5.0 million, \$5.1 million and \$4.8 million for 1999, 2000 and 2001, respectively, and \$2.5 million and \$2.1 million for the six months ended June 30, 2001 and 2002, respectively.

11. FAIR VALUE OF FINANCIAL INSTRUMENTS

The following disclosure of estimated fair value was determined by us, using available market information and appropriate valuation methodologies. Considerable judgment, however, is necessary to interpret market data and develop the related estimates of fair value. Accordingly, the estimates presented herein are not necessarily indicative of the amounts that we could realize upon disposition of the financial instruments. The use of different market assumptions and/or estimation methodologies may have a material effect on the estimated fair value amounts.

Cash and cash equivalents. The carrying values reported in the balance sheets for cash and cash equivalents approximate their fair value.

Long-term debt. Debt consists of a private placement of 6.67% Senior Notes. The fair value of private debt is valued based on the prices of similar securities with similar terms and credit ratings.

The carrying amounts and fair values for our financial instruments at December 31, 2000 and 2001 are as follows:

2000	
2001 --	

--	
CARRYING	
FAIR	
CARRYING	
FAIR	
VALUE	
VALUE	
VALUE	
VALUE -	

-	

Long-	
term	
debt \$	
75,000	
\$	
74,634	
\$	
60,000	
\$	
60,300	

12. SIGNIFICANT CONCENTRATIONS OF RISK

All of our revenues are derived from the transportation of NGLs to various companies in the NGL industry, primarily located in the United States. Although this concentration could affect our overall exposure to credit risk since these customers might be affected by similar economic or other conditions, management believes that the Company is exposed to minimal credit risk, since the majority of our business is conducted with major companies within the industry. We perform periodic credit evaluations of our customers' financial condition and generally do not require collateral for receivables.

13. SUBSEQUENT EVENTS (UNAUDITED)

On July 31, 2002, WNGI contributed its 80% equity interest in the Company to a newly-formed affiliate of Williams, E-Oaktree, LLC. This contribution was done as part of a subsequent transaction which took place between Williams and Enterprise Products Operating L.P. ("EPOLP") on the same date, whereby EPOLP purchased a 98% equity interest in E-Oaktree, LLC.

14. RESTATEMENT OF FINANCIAL STATEMENTS

In June 2002, the Company discovered an error in the way their revenue system was calculating joint tariff revenue. The impact of this error to revenues and net income was a decrease of \$2.9 million and \$1.8 million for the year ended December 31, 2000, respectively, and a decrease of \$4.3 million and \$2.8 million for the year ended December 31, 2001, respectively. The correction of these errors has been reflected in the accompanying restated financial statements.

ENTERPRISE PRODUCTS PARTNERS L.P.
UNAUDITED PRO FORMA CONSOLIDATED FINANCIAL STATEMENTS

INTRODUCTION

The following pro forma financial information has been prepared to assist in your analysis of the financial effects of strategic acquisitions we have completed since January 2002. These pro forma statements also give effect to (i) our January 2003 equity offering of 14,662,500 Common Units, (ii) our January 2003 issuance of \$350 million in principal amount of our 6.375% Senior Notes due 2013 ("Senior Notes C") and (iii) our February 2003 issuance of \$500 million in principal amount of our 6.875% Senior Notes due 2033 ("Senior Notes D").

Unless the context requires otherwise, references to "we," "us," "our," "Enterprise" or the "Company" are intended to mean the consolidated business and operations of Enterprise Products Partners L.P., which includes Enterprise Products Operating L.P. and its subsidiaries. References to "General Partner" are intended to mean Enterprise Products GP, LLC.

Since January 2002, we have completed a number of strategic business acquisitions including:

- o controlling interests in the natural gas liquid ("NGL") pipeline systems owned by Mid-America Pipeline Company, LLC ("Mid-America") and Seminole Pipeline Company ("Seminole") from affiliates of The Williams Companies Inc. ("Williams") in July 2002;
- o a propylene fractionation business from affiliates of Valero Energy Corporation and Koch Industries, Inc. (collectively, "Diamond-Koch") in February 2002; and
- o an NGL and petrochemical storage business from Diamond-Koch in January 2002.

The pro forma consolidated balance sheet presents the financial effects of our January 2003 equity offering, our January 2003 issuance of Senior Notes C and our February 2003 issuance of Senior Notes D, assuming they had all occurred on December 31, 2002. Our December 31, 2002 historical balance sheet already reflects the previously noted acquisitions. The pro forma statement of consolidated operations assume the acquisitions, January 2003 equity offering and January and February 2003 note offerings had occurred as of the beginning of 2002. In general, the pro forma financial information is based on the following information:

- o The audited financial statements of Enterprise.
- o The unaudited income statements of the acquired businesses for the seven month period in 2002 prior to the July 31, 2002 acquisition. The unaudited information was derived from the records of the previous owners and is believed to be reliable.
- o Earnings from the acquired businesses are included in the financial statements of Enterprise from the date of their respective acquisition. For example, our historical statement of consolidated operations for 2002 reflects the earnings of Mid-America and Seminole since July 31, 2002 (e.g., from August through December). The earnings of Mid-America and Seminole for the first seven months of 2002 are reflected in the columns labeled "Mid-America Historical" and "Seminole Historical."

The unaudited pro forma financial statements should be read in conjunction with and are qualified in their entirety by reference to the notes accompanying such pro forma consolidated financial statements and with the historical consolidated financial statements and related notes of Enterprise included in our Annual Report on Form 10-K/A for the year ended December 31, 2002 and with the historical financial statements and related notes of Mid-America and Seminole included elsewhere in this Current Report on Form 8-K. The unaudited pro forma information is not necessarily indicative of the financial results that would have occurred if the acquisitions described herein had taken place on the dates indicated or if we had issued equity and borrowed funds on the dates indicated, nor is it indicative of our future consolidated financial results.

ENTERPRISE PRODUCTS PARTNERS L.P.
 PRO FORMA STATEMENT OF CONSOLIDATED OPERATIONS
 FOR THE YEAR ENDED DECEMBER 31, 2002
 (DOLLARS IN THOUSANDS, EXCEPT PER UNIT AMOUNTS)

ADJUSTMENTS
 FOR 1ST AS
 QUARTER 2003
 ADJUSTED
 ENTERPRISE
 MID-AMERICA
 SEMINOLE
 ENTERPRISE
 CAPITAL
 ENTERPRISE
 HISTORICAL
 HISTORICAL
 HISTORICAL
 OTHER
 ADJUSTMENTS
 PRO FORMA
 TRANSACTIONS
 PRO FORMA ---

REVENUES
 Revenues from
 consolidated
 operations
 Third parties
 \$3,102,066 \$
 125,796 \$
 41,281 \$
 17,434 \$
 (2,442)(a) \$
 3,284,135 \$
 3,284,135
 Related
 parties
 482,717 -- --
 -- -- 482,717
 482,717 -----

----- Total
 revenues
 3,584,783
 125,796
 41,281 17,434
 (2,442)
 3,766,852
 3,766,852 ---

COSTS AND
 EXPENSES
 Operating
 costs and
 expenses
 Third parties
 2,686,982
 48,485 20,672
 16,122
 (2,442)(a)
 2,771,063
 2,771,063 126
 (b) 1,118 (c)
 Related
 parties
 695,579 -- --
 -- -- 695,579
 695,579

Selling,
 general and
 administrative
 Third parties
 18,686 16,871
 1,004 260 --
 36,821 36,821
 Related
 parties
 24,204 -- --
 -- -- 24,204
 24,204 -----

----- Total
 costs and
 expenses
 3,425,451
 65,356 21,676
 16,382
 (1,198)
 3,527,667
 3,527,667 ---

 EQUITY IN
 INCOME OF
 UNCONSOLIDATED
 AFFILIATES
 35,253 -- --
 (109) --
 35,144 35,144

 OPERATING
 INCOME
 194,585
 60,440 19,605
 943 (1,244)
 274,329
 274,329 -----

----- OTHER
 INCOME
 (EXPENSE)
 Interest
 expense
 (101,580)
 (5,407)
 (2,340) --
 4,777 (d)
 (135,646) \$
 52,091 (e)
 (140,905)
 (30,596)(e)
 (57,350)(g)
 (500)(f)
 Interest
 income from
 related
 parties 139 -
 - - - - -
 139 -- 139
 Dividend
 income from
 unconsolidated
 affiliates
 4,737 -- -- -
 - -- 4,737 --
 4,737
 Interest

income -
other 2,313 -
- - - -
2,313 --
2,313 Other,
net (113)
(743) (7) --
-- (863) --
(863) -----

- Other
income
(expense)
(94,504)
(6,150)
(2,347) --
(26,319)
(129,320)
(5,259)
(134,579) ---

----- INCOME
BEFORE
PROVISION FOR
INCOME TAXES
AND MINORITY
INTEREST
100,081
54,290 17,258
943 (27,563)
145,009
(5,259)
139,750

PROVISION FOR
INCOME TAXES
(1,634)
(20,050)
(6,231) --
20,050(h)
(7,865) --
(7,865) -----

--- INCOME
BEFORE
MINORITY
INTEREST
98,447 34,240
11,027 943
(7,513)
137,144
(5,259)
131,885

MINORITY
INTEREST
(2,947) -- --
-- (3,920)(i)
(6,867) 53(i)
(6,814) -----

--- NET
INCOME \$
95,500 \$
34,240 \$
11,027 \$ 943
\$ (11,433) \$
130,277 \$

(5,206) \$
125,071

=====
=====
=====
=====
=====
=====
=====
=====
=====
=====

ALLOCATION OF
NET INCOME

T0: Limited
partners \$
84,837 \$
34,429(j) \$
119,266 \$
(5,154)(j) \$
114,112

=====
=====
=====
=====
=====

General
partner \$
10,663 \$
348(j) \$
11,011 \$ (52)
(j) \$ 10,959

=====
=====
=====
=====

BASIC

EARNINGS PER
UNIT: Number
of Units used
in computing
basic

earnings per
Unit 155,454
7,517(k)
162,971
14,663(k)
177,634

=====
=====
=====

Income before
minority
interest \$
0.56 \$ 0.77 \$
0.68

=====
=====
=====

Net income
per Unit \$
0.55 \$ 0.73 \$
0.64

=====
=====
=====

DILUTED

EARNINGS PER
UNIT: Number
of Units used
in computing
diluted

earnings per
Unit 176,490
7,517(k)
184,007
14,663(k)
198,670

=====
=====
=====

Income before
minority
interest \$
0.50 \$ 0.69 \$
0.61

=====
=====

=====
=====
Net income
per Unit \$
0.48 \$ 0.65 \$
0.57
=====
=====
=====

The accompanying notes are an integral part of these unaudited pro
forma condensed financial statements.

ENTERPRISE PRODUCTS PARTNERS L.P.
PRO FORMA CONSOLIDATED BALANCE SHEET AT DECEMBER 31, 2002
(DOLLARS IN THOUSANDS, UNAUDITED)

ADJUSTMENTS FOR AS
ADJUSTED ENTERPRISE
1ST QUARTER 2003
ENTERPRISE ASSETS
HISTORICAL CAPITAL
TRANSACTIONS PRO
FORMA -----

- -----
CURRENT ASSETS Cash
and cash equivalents
\$ 22,568 \$ 252,815
(1) \$ 34,550 5,275
(1) (252,815)(1)
836,135 (m)
(828,643)(m) (785)
(n) Accounts and
notes receivable -
trade, net 399,187
399,187 Accounts
receivable -
affiliates 228 228
Inventories 167,369
167,369 Prepaid and
other current assets
48,216 469 (m)
37,383 (11,302)(o) -

----- Total
current assets
637,568 1,149
638,717 PROPERTY,
PLANT AND EQUIPMENT,
NET 2,810,839
2,810,839
INVESTMENTS IN AND
ADVANCES TO
UNCONSOLIDATED
AFFILIATES 396,993
396,993 INTANGIBLE
ASSETS 277,661
277,661 GOODWILL
81,547 81,547
DEFERRED TAX ASSET
15,846 15,846 OTHER
ASSETS 9,818 7,606
(m) 17,424 -----

- TOTAL \$ 4,230,272
\$ 8,755 \$ 4,239,027
=====

=====

LIABILITIES AND
PARTNERS' EQUITY
CURRENT LIABILITIES
Current maturities
of debt \$ 15,000 \$
15,000 Accounts
payable - trade
67,283 67,283
Accounts payable -
affiliates 40,772
40,772 Accrued gas
payables 489,562
489,562 Accrued
expenses 35,760
35,760 Accrued
interest 30,338
(243)(m) 30,095

Other current liabilities	42,641	-----

Total current liabilities	721,356	
(243) 721,113 LONG-TERM DEBT	2,231,463	
(252,815)(l)		
1,993,673 350,000 (m)	494,210 (m)	
(828,400)(m)	(785)	
(n) OTHER LONG-TERM LIABILITIES	7,666	
7,666 MINORITY INTEREST	68,883	
2,495 (l)	71,378	
PARTNERS' EQUITY		
Common Units	949,835	
252,927 (l)		
1,193,576 (9,186)(o)		
Subordinated Units	116,288	(1,891)(o)
114,397 Special Units	143,926	
143,926 Treasury Units	(17,808)	
(17,808) General Partner	12,223	2,555
(l) 14,666 (112) (o)		
Accumulated Other Comprehensive Loss	(3,560)	(3,560) ----

----- Total Partners' Equity	1,200,904	244,293
1,445,197	-----	

TOTAL \$	4,230,272	\$
8,755	\$ 4,239,027	
=====		
=====		

The accompanying notes are an integral part of these unaudited pro forma condensed financial statements.

ENTERPRISE PRODUCTS PARTNERS L.P.
NOTES TO UNAUDITED PRO FORMA CONSOLIDATED FINANCIAL STATEMENTS

These unaudited pro forma consolidated financial statements and underlying pro forma adjustments are based upon currently available information and certain estimates and assumptions made by us; therefore, actual results will differ from pro forma results. However, we believe the assumptions provide a reasonable basis for presenting the significant effects of the transactions noted herein. We believe the pro adjustments give appropriate effect to those assumptions and are properly applied in the pro forma financial information.

Our December 31, 2002 historical balance sheet reflects all acquisitions made through that date, including the \$1.2 billion Mid-America and Seminole acquisitions completed on July 31, 2002. In our pro forma statement of consolidated operations, the column labeled "Other" represents the historical financial amounts of the propylene fractionation business we acquired from Diamond-Koch in the first quarter of 2002 through its respective date of acquisition. The pro forma adjustments we made to our historical financial statements are described as follows:

- (a) Reflects the elimination of material intercompany revenues and expenses between acquired businesses and Enterprise as appropriate in consolidation.
- (b) As a result of the propylene fractionation business we purchased from Diamond-Koch during the first quarter of 2002, we acquired certain contract-based intangible assets that are subject to amortization. On a pro forma basis, amortization expense associated with these intangible assets increased by \$0.1 million for the year ended December 31, 2002.
- (c) Reflects the pro forma depreciation expense adjustment for the Mid-America and Seminole pipeline assets. For purposes of calculating pro forma depreciation expense, we have applied the straight-line method using an estimated remaining useful life of the Mid-America and Seminole assets of 35 years to our new basis in these assets of approximately \$1.3 billion. After adjusting for historical depreciation recorded on Mid-America and Seminole during the first seven months of 2002, pro forma depreciation expense increased \$1.1 million for the year ended December 31, 2002.
- (d) Reflects the removal of interest expense associated with Mid-America's \$90.0 million in private placement debt, which was extinguished prior to our purchase of the Mid-America interest. The pro forma entry gives effect to the removal of interest expense associated with this debt of \$4.8 million in 2002.
- (e) To fund the Mid-America and Seminole acquisitions on July 31, 2002, we entered into a \$1.2 billion 364-Day Term Loan and accessed \$10 million from our 364-Day Revolving Credit Facility. Assuming that this debt was outstanding for the full year of 2002, pro forma interest expense would increase by \$30.6 million, which includes related loan cost amortization. If the underlying variable interest rate used in the pro forma calculation were 0.125% higher, pro forma interest expense for 2002 would increase by approximately \$0.7 million.

We used proceeds from our January 2003 equity offering, our January 2003 issuance of Senior Notes C and our February 2003 issuance of Senior Notes D to completely repay these initial borrowings by mid-February 2003. The pro forma adjustment for these first quarter of 2003 capital transactions reflects the removal of \$52.1 million of variable-rate interest and related loan cost amortization associated with the debt we incurred to initially finance the Mid-America and Seminole acquisitions. This pro forma adjustment reverses both the historical interest expense we recorded and the \$30.6 million pro forma adjustment noted above. This debt was partially refinanced using fixed-rate borrowings (see "g" below).

- (f) We financed our purchase of Diamond-Koch's propylene fractionation business in February 2002 with approximately \$239.0 million of variable-rate debt. The pro forma entry gives effect to an increase in interest expense associated with this debt of \$0.5 million for the year ended December 31, 2002. If the underlying variable-rate interest used in the pro forma calculation were to increase by 0.125%, pro forma interest expense would increase by \$0.1 million for the year ended December 31, 2002.
- (g) Reflects the \$57.4 million increase in annual interest expense resulting from our issuance of Senior Notes C in January 2003 and Senior Notes D in February 2003. The pro forma increase in annual interest expense resulting from our issuance of Senior Notes C (\$350 million in principal amount at a fixed-rate of 6.375%) is \$22.6 million, which includes bond issue cost amortization of \$0.3 million. The pro forma increase in annual interest expense resulting from our

issuance of Senior Notes D (\$500 million in principal amount at a fixed-rate of 6.875%) is \$34.8 million, which includes bond issue cost and discount amortization of \$0.4 million.

- (h) In connection with the Mid-America acquisition, immediately prior to the acquisition's effective date, Williams converted Mid-America from a corporation to a limited liability company. The pro forma adjustment reflects this change in Mid-America's tax structure by eliminating historical income tax-related expense amounts. The impact on Mid-America's pro forma earnings was the elimination of \$20.1 million in income tax expense for the year ended December 31, 2002.
- (i) Reflects the allocation of pro forma earnings to minority interest holders. Williams has a 2% interest in Mid-America and Seminole. The other owners of Seminole hold a 20% minority interest. Finally, our General Partner holds an approximate 1% minority interest in the earnings of our Operating Partnership.

EXHIBIT INDEX

EXHIBIT
NUMBER
EXHIBIT
DESCRIPTION

*10.1 Sixth
Amendment
to
Conveyance
of Gas
Processing
Rights,
dated as of
March 1,
2003 among
Enterprise
Gas
Processing,
LLC, Shell
Oil
Company,
Shell
Exploration
&
Production
Company,
Shell
Offshore
Inc., Shell
Consolidated
Energy
Resources
Inc., Shell
Land &
Energy
Company,
Shell
Frontier
Oil & Gas
Inc. and
Shell Gulf
of Mexico
Inc. 10.2
Letter
Agreement
dated April
9, 2003,
relating to
Sixth
Amendment
to
Conveyance
of Gas
Processing
Rights
filed as
Exhibit
10.1 to
this
report.
23.1
Consent of
Ernst &
Young LLP.

*Portions of this exhibit have been omitted pursuant to a request for
confidential treatment.

PAGES WHERE CONFIDENTIAL TREATMENT HAS BEEN REQUESTED ARE MARKED "CONFIDENTIAL TREATMENT REQUESTED." THE REDACTED MATERIAL HAS BEEN SEPARATELY FILED WITH THE COMMISSION, AND THE APPROPRIATE SECTION HAS BEEN MARKED AT THE APPROPRIATE PLACE AND THE MARGIN WITH A STAR(*).

SIXTH AMENDMENT TO CONVEYANCE
OF
GAS PROCESSING RIGHTS

DATED AS OF MARCH 1, 2003

BETWEEN

ENTERPRISE GAS PROCESSING, LLC,
SHELL OIL COMPANY,
SHELL EXPLORATION & PRODUCTION COMPANY,
SHELL OFFSHORE, INC.,
SHELL CONSOLIDATED ENERGY RESOURCES, INC.,
SHELL LAND & ENERGY COMPANY,
SHELL FRONTIER OIL & GAS, INC.

AND

SHELL GULF OF MEXICO INC.

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PAGES WHERE CONFIDENTIAL TREATMENT HAS BEEN REQUESTED ARE MARKED "CONFIDENTIAL TREATMENT REQUESTED." THE REDACTED MATERIAL HAS BEEN SEPARATELY FILED WITH THE COMMISSION, AND THE APPROPRIATE SECTION HAS BEEN MARKED AT THE APPROPRIATE PLACE AND THE MARGIN WITH A STAR(*).

SIXTH AMENDMENT TO CONVEYANCE
OF GAS PROCESSING RIGHTS

THIS SIXTH AMENDMENT TO CONVEYANCE OF GAS PROCESSING RIGHTS (this "Agreement") dated as of March 1, 2003 ("Effective Date") is made by and between Enterprise Gas Processing, LLC ("Processor"), a Delaware limited liability company, on the one hand, and Shell Oil Company ("SOC"), Shell Exploration & Production Company ("SEPCO"), Shell Offshore Inc., individually and as successor in interest by merger to Shell Deepwater Development Inc. and Shell Deepwater Production Inc. ("SOI"), Shell Consolidated Energy Resources Inc. ("SCERI"), Shell Land & Energy Company ("SLEC"), Shell Frontier Oil & Gas Inc. ("SFOGI"), and Shell Gulf of Mexico Inc. ("SGOM"), all Delaware corporations, on the other, the latter seven parties and their respective Affiliates (as defined below), successors and assigns being collectively referred to as "Producer" or "Producers".

RECITALS

A. Effective January 1, 1982, SOI and SOC executed that certain Conveyance of Gas Processing Rights (the "Original Conveyance"), which granted to SOC the right to process SOI's gas sold pursuant to certain identified gas sale contracts.

B. Effective January 1, 1984, SOC assigned its rights under the Original Conveyance to Shell Western E&P Inc. ("SWEPI").

C. Effective January 1, 1992, the Original Conveyance was amended (the "First Amendment") to provide for a different method of calculating the annual compensation to be paid to SOI by SWEPI and to provide that a list of mineral leases, rather than gas sales contracts, to which the Original Conveyance applied, would be updated annually.

D. Effective January 1, 1997, the First Amendment was amended ("Second Amendment") solely with respect to certain mineral leases, the production from which was dedicated for Processing at the Venice Plant of Venice Energy Services Company, L.L.C., to confirm SWEPI's ownership of the Gas Processing Rights for those mineral leases.

E. Effective January 1, 1998, the Second Amendment was amended in its entirety (the "Third Amendment") to (1) recognize and confirm SWEPI's ownership of the Producers' Gas Processing Rights associated with the Equity Gas attributable to the leases listed on Exhibit "A" to such Third Amendment, including the right to Process Equity Gas, and receive the benefits therefrom, with respect to such leases; (2) confirm that the transfer of such rights to SWEPI was and is binding on Producers as SOI's successors and assigns, and their respective Affiliates, notwithstanding non-compliance by Producer or SWEPI with respect to any provision concerning annual notification requirements of the First Amendment; (3) provide that SWEPI

shall be conveyed without further act, the Gas Processing Rights for Equity Gas from any Lease upon the earlier of that point in time (x) when Gas production from such Lease is committed to be transported in an Upstream Pipeline, (y) when such Lease (or unitized portion thereof) begins Gas production to an Upstream Pipeline, or (z) when SWEPI requires a written dedication of Gas Processing Rights for a Lease in connection with SWEPI's efforts to provide Processing capacity for Gas production from such Lease, regardless of whether Exhibit A is thereafter amended to include Leases; and (4) to make such other changes to the Conveyance as specified in the Third Amendment.

F. Effective January 12, 1998, SWEPI assigned to Tejas Holdings, LLC all of its rights under the Third Amendment and Tejas Holdings, LLC subsequently assigned all of such rights to Tejas Natural Gas Liquids, LLC.

G. Effective August 1, 1999, the Third Amendment was amended and, as so amended, restated in its entirety (the "Fourth Amendment") to clarify the respective rights and obligations of the Processor and Producers thereunder.

H. Effective September 30, 1999, Tejas Natural Gas Liquids LLC changed its name to Enterprise Natural Gas Liquids, LLC.

I. Effective October 31, 1999, Enterprise Natural Gas Liquids, LLC merged with and into Enterprise Products Operating L.P., with Enterprise Products Operating L.P. being the surviving entity of such merger.

J. Effective March 31, 2001, Enterprise Products Operating L.P. assigned all of its rights under the Fourth Amendment to its wholly-owned subsidiary, Enterprise Gas Processing, LLC, which assignment is hereby in all respects approved and consented to by Producers.

K. Effective April 1, 2001, the Fourth Amendment was amended and, as so amended, restated in its entirety (the "Fifth Amendment") to incorporate certain changes in the respective rights and obligations of the Processor and Producers thereunder.

L. Effective September 18, 2002, SGOM ratified and joined in the Fifth Amendment as a Producer party.

M. The parties desire to further amend the Fifth Amendment to incorporate certain changes in their respective rights and obligations thereunder and to restate the Conveyance in its entirety.

NOW THEREFORE, in consideration of the mutual agreements, covenants and conditions herein contained, the Parties hereby agree as follows:

1. DEFINITIONS.

1.1 "Affiliate" means, with respect to any relevant Person, any other Person that directly or indirectly controls, is controlled by, or is under common control with, such relevant Person in question. As used herein, the term "control" (including its derivatives and similar terms) means owning, directly or indirectly, the power (1) to vote ten percent or more of the voting stock of any such relevant Person and (2) to direct or cause the direction of the management and policies of any such relevant Person.

1.2 "Annual Information" has the meaning given it in Section 14.

1.3 "BTU" or "British Thermal Unit" means the quantity of heat required to raise the temperature of one pound of pure water from 58.5 degrees to 59.5 degrees on the Fahrenheit temperature scale at a constant pressure of 14.73 psia. The term "MMBTU" shall mean 1,000,000 BTU's.

1.4 "Commitment Date" has the meaning given it in Section 3.2.

1.5 "Consideration Basis" has the meaning given it in Section 6.2.

1.6 "Conveyance" means the Original Conveyance described in Recital A, as amended to date and by this Agreement and as hereafter amended from time to time.

1.7 "Cubic foot of Gas" shall mean the volume of Gas contained in one cubic foot of space at a standard pressure base of 14.73 pounds per square inch absolute, and at a standard temperature base of 60 (Degree)F. Whenever the conditions of pressure and temperature differ from the above standard, conversion of the volume from these conditions to the above stated standard conditions shall be made in accordance with the Ideal Gas Laws, corrected for deviation due to supercompressibility by the methods set forth in ANSI/API 2530, as revised or amended from time to time, and further detailed in American Petroleum Institute Manual of Petroleum Measurement Standards (API MPMS) Chapter 14, Section 2, American Gas Association (AGA) Report Number 3, "Compressibility Factors of Natural Gas and Other Related Hydrocarbons," as revised or amended from time to time. The terms "MCF" and "MMCF" shall mean, respectively, 1,000 Cubic Feet of Gas and 1,000,000 Cubic Feet of Gas.

1.8 "Dedicated" means, with respect to a Lease, a Lease owned by a Producer as of or after the Commitment Date.

1.9 "Equity Gas" means Gas that is produced from a Dedicated Lease and is owned and marketed by, or on behalf of, Producers. Equity Gas shall also include any lessor's royalty Gas that is not taken "in-kind" by lessor and which is marketed by, or on behalf of, Producers. Equity Gas shall exclude the following:

- (i) Gas consumed by a Producer in the development and operation of Dedicated Leases, including, but not limited to, the following operations: drilling; deepening; reworking of wells; compression; Gas lift; treating; separation; operationally integrated power generation; maintenance of facilities; and consumed as fuel in such operations.
- (ii) Gas provided by a Producer to another operator or producer in the general vicinity of such Producer's operations to be used by such operators or producers for purposes similar to those set forth in (i) above; provided, however, if Gas furnished by Producer is used for such purposes, Producer shall keep Processor whole from an economic standpoint for any volumes that are so used.
- (iii) Gas used by a Producer as makeup or non-consent Gas to or for the benefit of third parties as may be required under joint operating, Gas balancing or other similar agreements and produced from wells covered by such agreements or to settle Gas imbalance claims with other mineral and/or leasehold interest owners.
- (iv) Gas used by a Producer to make payment of royalty and/or overriding royalty in kind if required in the Dedicated Leases or instruments pursuant to which such royalties and overriding royalties were created, excluding any overriding royalties held by Affiliates of Producer.
- (v) Gas which is actually used by pipelines for fuel to transport lease production and/or is otherwise flared, lost or unaccounted for prior to delivery to a Plant.
- (vi) Gas which is precluded from being produced or Processed due to governmental intervention, regulations, laws or judicial or administrative orders.

1.10 "Excludable Gas" means any Equity Gas that contains less than or equal to one GPM of ethane and heavier hydrocarbons as measured at a Field Delivery Point.

1.11 "Excluded Lease" means a Lease listed on Exhibit B.

1.12 "Field Delivery Point" means any point at which Gas being transported in Upstream Pipelines is measured for the purpose of allocating PTR and Products from a Plant.

1.13 "Gallon" means one U.S. Standard Liquid Gallon of 231 cubic inches, adjusted to a temperature of 60 degrees F and either the equilibrium pressure of the product at 60 degrees F or 14.696 psia, whichever is greater.

1.14 "Gas" means all vaporized hydrocarbons and vaporized concomitant materials whether produced from wells classified as oil wells or gas wells.

1.15 "Gas Processing Rights" has the meaning given it in Section 3.1.

1.16 "Geographical Scope" means that area (i) within the state waters of Louisiana, Texas, Mississippi, Alabama and Florida, (ii) within the federal waters of the United States of America in the Gulf of Mexico, including any portion thereof claimed by Mexico.

1.17 "GPM" means Gallons per MCF of Gas.

1.18 "Injected Liquids" means liquid hydrocarbons and liquid concomitant materials that are delivered into an Upstream Pipeline.

1.19 "Lease" means any oil, Gas, and/or mineral lease or interest therein owned now or hereafter acquired by Producers or their Affiliates within the Geographical Scope excluding any lease listed on Exhibit B.

1.20 "New Volumes" has the meaning given it in Section 2.3.2.

1.21 "Off-Spec Deliveries" has the meaning given it in Section 5.3.

1.22 "Person" means any individual or entity, including, without limitation, any corporation, limited liability company, partnership (general or limited), joint venture, association, joint stock company, trust, unincorporated organization or government (including any board, agency, political subdivision or other body thereof).

1.23 "Plant" means a natural gas processing plant.

1.24 "Plant Delivery Point" means the point where an Upstream Pipeline interconnects with a Plant.

1.25 "Plant Redelivery Point" means the point at or near the tailgate of a Plant at which the Residue Gas is redelivered by a Plant into any interstate or intrastate pipeline connected to that Plant.

1.26 "Process" or "Processing" means the removal of liquefiable hydrocarbons and/or impurities from Gas using mechanical separation, extraction, condensation, compression, absorption, stripping, refrigeration, adiabatic expansion, and/or other generally accepted natural gas processing methods.

1.27 "Processor" means Enterprise Gas Processing, LLC, a Delaware limited liability company, and its successors and assigns.

1.28 "Processor's Retrograde" means (i) liquefiable hydrocarbons that condense from Equity Gas in the Upstream Pipelines listed in Exhibit D, and (ii) any liquid hydrocarbons that are collected in the Plant prior to Processing. Processor's Retrograde shall not include Injected Liquids but shall include any lessor's royalty share of such liquefiable hydrocarbons in clauses (i) and (ii) of this definition not taken "in kind" by lessor.

1.29 "Producer" means each of those entities listed in the first paragraph of this Agreement and their respective Affiliates, successors and assigns (but as to any such assigns, only to the extent such assigns acquire all or part of a lessee's interest in a Dedicated Lease).

1.30 "Products" means the individual liquefied hydrocarbons recovered from Equity Gas and/or Processor's Retrograde by Processing including, but not by way of limitation, condensate, natural gasoline, butanes, propane, ethane, and/or any unfractionated mixture thereof including, in each case, such methane as is liquefied and incidentally recovered.

1.31 "PTR" means plant thermal reduction or the heat content stated in MMBTU's removed from the Equity Gas and/or Processor's Retrograde as a result of Processing including those MMBTU's (i) associated with extraction of Products, (ii) consumed in the operation of a Plant, and (iii) flared, lost or otherwise unaccounted for in the operation of a Plant.

1.32 "Quality Specifications" has the meaning given it in Section 5.1.

1.33 "Raw Make" means a combined stream of liquefied hydrocarbons and concomitant materials extracted from Equity Gas by Processing including Processor's Retrograde if subsequently combined with the other Raw Make.

1.34 "Residue Gas" means the portion of Equity Gas remaining after removal of PTR during Processing and available for redelivery to a pipeline at the Plant Redelivery Point.

1.35 "Slug Liquids" means free water, liquid hydrocarbons and other concomitant materials which are separated from Gas upstream of the Plant Delivery Point.

1.36 "Transportation Cost" means the cost of transportation of PTR from the wellhead to the Plant Delivery Point.

1.37 "Termination Date" has the meaning given it in Section 2.2.

1.38 "Upstream Pipeline" means any pipeline that transports Gas and/or Slug Liquids between the Field Delivery Points and the Plant Delivery Points.

2. TERM.

2.1 PRIMARY AND SUCCESSIVE TERMS. The term of this Agreement shall begin on August 1, 1999, and continue for a primary term of 20 years, unless sooner terminated under

Section 2.2. At the end of the primary term, the term of this Agreement shall be automatically extended for ten successive two year terms, unless sooner terminated under Section 2.2.

2.2 TERMINATION OF AGREEMENT. The Processor or any Producer shall have the right, subject to Section 2.3, to terminate this Agreement as to such Producer at the end of the primary term or at the end of any successive two year term thereafter ("Termination Date") by giving written notice of termination, in accordance with Section 18.6, no sooner than 20 nor later than 18 months prior to the expiration of the then effective primary term or two year successive term.

2.3 SURVIVAL PROVISION.

2.3.1 POST TERMINATION: CONTINUATION AS TO COMMITTED LEASES.

Notwithstanding termination of this Agreement pursuant to Section 2.2 above (but not Section 2.4), the Gas Processing Rights held by Processor and all the provisions of this Agreement shall continue in full force and effect with respect to each Dedicated Lease until the expiration of such Dedicated Lease.

2.3.2 POST TERMINATION: PROPOSALS FOR NEW VOLUMES.

For a period of 20 years after the Termination Date, as to Leases (other than Dedicated Leases) from which Gas is discovered to be ultimately produced by Producers ("New Volumes"), Producers agree to provide Processor, as soon as reasonably practicable, with notice of the estimated quantity of New Volumes and the estimated date on which such New Volumes will be available for Processing. Producers further agree that they will provide Processor a nonexclusive opportunity to submit a proposal to Process the New Volumes. If, in the sole discretion of the Producer offering the New Volumes, the proposal of Processor is not acceptable, then the Producer will notify Processor of such, without any obligation to disclose terms or conditions of, or differences between, other proposals. The Producer will then enter into negotiations with Processor for no more than a 15-day period in an effort to enter into agreements concerning the New Volumes. If Processor and Producer do not enter into such mutually agreeable Processing agreements within the 15-day period, then Producer shall be free to deliver and/or dedicate said New Volumes, in their sole discretion, and for any purpose, to a third party.

2.4 EARLY TERMINATION OF ENTIRE AGREEMENT DUE TO UNPROFITABLE PROCESSING.

2.4.1 RIGHT TO TERMINATE. If for any 12-month period, the expenses of Processor incurred in Processing Equity Gas exceed revenues obtained therefrom, then Processor may, at its sole option, terminate this Agreement upon delivery to all Producers of notice to terminate in accordance with Section 18.6. After delivery of such notice, at the written request of Processor or any Producer, the Processor and such Producer shall enter into exclusive good faith negotiations for a period of 90 days from delivery of notice of termination to negotiate the terms and conditions of a mutually agreeable alternative Processing arrangement. If the Processor and Producer are unable to negotiate and execute the definitive agreement for such alternative Processing arrangement within the 90-day period, then any Producer that has not entered into such a definitive agreement shall be free to negotiate and enter into an agreement with any one or more third parties for Processing services; provided, however, that the terms agreed to between

such Producer and a potential third party processor for Processing services are, taken as a whole, more favorable to the Producer than the latest terms for Processing services previously offered by Processor to Producer during such 90-day period.

2.4.2 OBLIGATION TO CONTINUE PROCESSING. Processor shall continue to process Equity Gas for each Producer until the earlier of (i) 12 months after the expiration of the 90-day period referenced in Section 2.4.1, or (ii) the effective date of the Producer's new third party processing agreement with respect to such Gas. In any such case, if Processor's expenses incurred exceed the revenues obtained through Processing a Producer's Equity Gas in any given month, such Producer shall reimburse Processor on a monthly basis the difference between the Processor's expenses and revenues for such month. Producer shall pay Processor any cash due no later than 60 days following the end of the month in which the Producer's Equity Gas is delivered for Processing.

3. ASSIGNMENT OF GAS PROCESSING RIGHTS.

3.1 GRANT OF PROCESSING RIGHTS. Subject to the other provisions of this Agreement, Producers hereby grant, sell, transfer, convey and assign to Processor the following (the "Gas Processing Rights"):

- (1) the exclusive right to process any and all Equity Gas for the extraction and retention of liquefiable hydrocarbons and other constituents of Raw Make and/or Products;
- (2) all title, interest and/or ownership in Raw Make and/or Products recovered from Processing Equity Gas; and
- (3) the right and option to assume all economic burdens and to obtain all economic benefits reserved to the Gas producer under a contract for Processing Equity Gas that is assumed by a Producer in connection with the acquisition of a Lease.

It is the intention of the parties to confer on the Processor all of the economic benefits to be derived from Processing all Gas from Leases, whether derived from Leases currently owned and/or Dedicated or Leases subsequently acquired by a Producer and/or subsequently Dedicated, subject only to (i) rights previously granted by the transferors of subsequently acquired Leases to third parties as provided in Section 3.3 and (ii) the right of Producers under Section 3.2 to transfer, free of Processor's rights under this Agreement, Leases that at the time of transfer are not Dedicated Leases.

3.2 ATTACHMENT OF GAS PROCESSING RIGHTS. This conveyance of Gas Processing Rights shall be irrevocable as to "Dedicated Leases". A Lease shall be considered a Dedicated Lease upon the earliest of that point in time (the "Commitment Date"): when (i) when a well is spud on the Lease; (ii) a Plan of Exploration ("POE") or similar document including all or part of the Lease is submitted or amended to the appropriate regulatory agency and a well is or has been

spud on any of the Leases included in the POE; (iii) a Development Operations Coordination Document ("DOCD") or similar document including all or part of the Lease is submitted or amended to the appropriate regulatory agency; or (iv) Gas production begins from the Lease. A Lease acquired by a Producer shall become a Dedicated Lease on the later of (1) the effective date of the acquisition of such Lease by Producer if at any time prior to such acquisition an event occurred that would constitute a Commitment Date had the Producer owned an interest in such Lease at the time of such event, or (2) the later Commitment Date for such Lease. Dedicated Leases as of August 1, 1999 are listed on Exhibit A. Producer shall have the right to transfer, sell, assign, exchange or otherwise alienate a Lease free of any obligations under this Agreement and without any obligation to the Processor with respect to the Lease prior to the Commitment Date with respect to a Lease.

3.3 PRODUCERS' NONDISTURBANCE COVENANT; PRIOR RESERVATIONS OR CONTRACTS. Excepting Producers' rights to sell, assign, exchange or otherwise alienate Leases as provided for in Section 3.2, Producers agree not to make any assignment or conveyance of, or enter into any other obligation concerning Gas Processing Rights with respect to, any Lease to the prejudice of Processor or its rights under this Agreement. Producers further agree that, in connection with the acquisition of a Lease, they will not permit the transferor to reserve to itself or convey to any person any right to Process Equity Gas to be produced from the Lease. However, as to any Lease acquired by a Producer subject to a prior grant of rights to Process Equity Gas to be produced under the Lease to Persons other than a Producer, Processor's rights under this Agreement shall be subject to such rights previously granted, to the extent thereof.

3.4 PROCESSOR'S RIGHT TO CONSUME PTR. In conveying the Gas Processing Rights under this Agreement, Producers acknowledge and agree that the Equity Gas Processed in a Plant will be subject to a PTR incidental to the exercising of the Gas Processing Rights, and Producers hereby grant to Processor the rights to consume Equity Gas as PTR associated with Processor's Retrograde and Products.

3.5 TITLE TO RAW MAKE, PRODUCTS, PROCESSOR'S RETROGRADE AND PTR. Producers hereby (i) represent and warrant to Processor that title to the liquefiable hydrocarbons in Equity Gas is and will be free from all production burdens, liens and adverse claims, (ii) warrant their right to sell the same and (iii) agree to indemnify, defend and hold harmless Processor against all claims to said liquefiable hydrocarbons arising (x) by, through, or under Producers or (y) prior to Producers' delivery of said liquefiable hydrocarbons to Processor. The transfer of title to, and risk of loss for, the extracted liquefiable hydrocarbons shall pass to Processor at the meters for Raw Make and/or Products, as appropriate, of the applicable Plant. As between the parties, Producers shall be deemed to be in exclusive control and possession of the liquefiable hydrocarbons prior to such transfer of title to Processor. The Processor and Producers acknowledge and agree that title to PTR does not pass to Processor.

3.6 LIMITATIONS ON UPSTREAM PROCESSING.

3.6.1 PRODUCER'S OPERATIONAL REQUIREMENTS. Producers agree that, except as dictated by operational requirements, including the need to meet pipeline specifications, they will

not remove or permit to be removed any liquefiable hydrocarbons from Equity Gas upstream of the Plants except for liquefiable hydrocarbons that condense from the gas during transportation to the Plants.

3.6.2 PROCESSOR'S EXCLUSIVE RIGHTS. The rights granted to Processor herein are exclusive, and Producers shall use their commercially reasonable efforts to ensure that no owner or operator of an Upstream Pipeline shall have or exercise any right or opportunity to Process, or extract Products from, Equity Gas as to which the Gas Processing Rights have been conveyed to Processor under this Agreement.

3.7 NGL BANKS. In the event that any Upstream Pipeline or the shippers on an Upstream Pipeline institute a bona fide mechanism to mitigate inequities that may occur between shippers on such Upstream Pipeline as a result of such shippers' Gas streams containing different liquifiable hydrocarbon compositions being commingled in a pipeline with multiple delivery points located upstream of Gas Processing Plants (an "NGL Bank"), Producers and Processor agree to participate in the NGL Bank so as to confer on Processor the financial benefits and detriments related to such liquifiable hydrocarbons under the terms of the NGL Bank. Producers and Processor agree to execute and deliver to one another such instruments as may be necessary or useful and to take such further actions as may be reasonably necessary to carry out or further evidence the intent of this Section 3.7. Pending execution of such instruments, Producers shall not be required to curtail any Equity Gas production. However, Producers shall ensure Processor receives all financial benefits and detriments referenced in this Section 3.7 from the date of initiation of the NGL Bank.

4. PROCESSOR'S OBLIGATION TO PROCESS AND REDELIVER; LIMITATIONS.

4.1 PROCESSOR'S OBLIGATION TO PROCESS AND REDELIVER RESIDUE GAS. Subject to the provisions of this Agreement, throughout the term of this Agreement and for any subsequent period of time as contemplated by Section 2.3.1, Processor agrees to Process, or cause to be Processed, all Equity Gas. After Processing Equity Gas and/or Slug Liquids and the recovery of the Raw Make, Products and Processor's Retrograde therefrom, Processor shall deliver or cause to be delivered Producers' Residue Gas to Producers or Producers' designee at the applicable Plant Redelivery Point.

4.2 TEMPORARY CESSATION OF PROCESSING. If at any time or from time to time Processor reasonably determines that the temporary cessation of Processing Equity Gas at a Plant would not cause curtailment of the applicable Equity Gas, then Processor shall have the option, in its sole discretion, to temporarily cease Processing at that Plant. Processor shall provide Producer with at least two business days' notice of any such election to temporarily cease Processing or to subsequently recommence Processing at a Plant and shall not change its election more than two times in a month.

4.3 REFUSED VOLUMES.

4.3.1 INSUFFICIENT CAPACITY; OPTION TO REFUSE VOLUMES.

Processor may, at its option, elect not to Process a volume of Equity Gas that exceeds its available Processing capacity at a Plant ("Refused Volumes") and agrees to provide the applicable Producer with notice of such election as soon as reasonably practicable. If Processor elects not to Process such Refused Volumes, Producer may, nonetheless, by written notice to Processor, require that Processor and Producer enter into exclusive good faith negotiations for a period of 90 days from the date of the notice to negotiate the terms and conditions of a mutually agreeable alternative Processing arrangement for the Refused Volumes that would allow Processor in its sole judgment to economically acquire or construct additional capacity at the Plant. If within the 90-day period Processor and Producer are unable to negotiate and execute such a definitive agreement, then Producer shall be free to negotiate with any third party for Processing services for the Refused Volumes for a primary terms not to exceed one year and Processor shall have no further obligation to negotiate with Producer. In any event, Processor shall have no obligation to acquire or construct new capacity. Producers shall make a reasonable effort to deliver Equity Gas to Upstream Pipelines that will subsequently deliver it to Plants in which Processor has sufficient capacity to Process such Equity Gas.

4.3.2 OPTION TO REACQUIRE REFUSED VOLUMES. Processor shall have the option, exercisable by three months' written notice to the Producers, to acquire the right to Process such Refused Volumes beginning on any anniversary date of the third party agreement and may do so without prejudice to subsequent exercise of its rights under Section 4.3.1.

4.4 EXCLUDABLE GAS.

4.4.1 OPTION TO EXCLUDE CERTAIN GAS. Processor may, at its option, elect to not Process all or any part of Equity Gas that contains less than or equal to one GPM of ethane and heavier hydrocarbons as measured at a Field Delivery Point ("Excludable Gas") and agrees to provide the applicable Producer with notice of such election as soon as reasonably practicable. If Processor elects not to Process such Excludable Gas, a Producer may, nonetheless, by written notice to Processor, require that Processor and Producer enter into exclusive good faith negotiations for a period of 90 days from the date of the notice to negotiate the terms and conditions of a mutually agreeable alternative Processing arrangement for the Excludable Gas. If within the 90-day period Processor and Producer are unable to negotiate and execute a definitive agreement related thereto, then Producer shall be free to negotiate with any third party for Processing services for the Excludable Gas for a primary term not to exceed one year and Processor shall have no further obligation to negotiate with Producer.

4.4.2 TERMS OF CONTINUED PROCESSING PENDING THIRD PARTY CONTRACT. Upon the written request of a Producer, Processor shall continue to Process such Producer's Excludable Gas until the earlier of (i) 12 months after the expiration of the 90-day period referenced in Section 4.4.1, or (ii) the effective date of the new third party Processing agreement. In any such case, if Processor's expenses incurred exceed revenues obtained from Processing a Producer's Excludable Gas in any given month during that period of time, such Producer shall reimburse

Processor on a monthly basis the difference between the Processor's expenses and revenues for such month. Producer shall pay Processor any cash due no later than 60 days following the end of the month in which the Producer's Excludable Gas is delivered for Processing.

4.4.3 OPTION TO REACQUIRE EXCLUDABLE GAS. Processor shall have the option, exercisable by three months' written notice to the Producers, to acquire the right to Process any Excludable Gas under this Agreement beginning on any anniversary date of the third party agreement and may do so without prejudice to subsequent exercise of its rights under Section 4.4.1.

4.5 UNPROFITABLE PLANT.

4.5.1 RIGHT TO CLOSE UNPROFITABLE PLANT. If for any 12-month period, expenses of operating one or more Plants that Process Equity Gas exceed revenues obtained from Processing, then Processor shall have the right, upon at least 90 days' prior written notice to all affected Producers in accordance with Section 18.6, to elect to shut down any such Plant for a continuous period of at least one year and, if such Equity Gas cannot be delivered to another Plant, to exclude the Equity Gas delivered to the shut down Plant from this Agreement. After delivery of such notice, at the written request of Processor or any Producer, the Processor and Producer shall enter into exclusive good faith negotiations for a period of 90 days from delivery of such notice to negotiate the terms and conditions of a mutually agreeable alternative Processing arrangement for the Equity Gas delivered to the Plant that would allow the Plant to remain profitable. If the Processor and Producer are unable to negotiate and execute the definitive agreement for such alternative Processing arrangement within the 90-day period, then any Producer that has not entered into such a definitive agreement shall be free to negotiate and enter into an agreement with any one or more third parties for Processing services; provided, however, that the terms agreed to between such Producer and a potential third party processor for Processing services are, taken as a whole, more favorable to the Producer than the latest terms for Processing services previously offered by Processor to Producer during such 90-day period. The parties shall promptly amend Exhibit B to include among Excluded Leases any Lease that is excluded from this agreement under the terms of this Section 4.5.1.

4.5.2 TERMS OF CONTINUED PROCESSING. Upon the written request of a Producer, Processor shall continue to process such Equity Gas at the Plant for a period of time not to exceed 12 months after the expiration of the 90-day period referenced in Section 4.5.1. In any such case, if Processor's expenses incurred exceed the revenues obtained through Processing such Producer's Equity Gas in any given month during that period of time, such Producer shall reimburse Processor on a monthly basis the difference between the Processor's expenses and revenues for the month. Producer shall pay Processor any cash due no later than 60 days following the end of the month in which the Equity Gas is delivered for Processing.

4.6 SUSPENSION IN CASE OF DANGEROUS CONDITION. If any of Producer's operations or any of the Equity Gas or Slug Liquids delivered hereunder create a condition that, in the exclusive judgment of Processor, may endanger the Plant or property of Processor or the lives or property of Processor's employees or any third party, Processor may, without liability,

immediately discontinue receipt of Equity Gas and/or Slug Liquids, as the case may be, until the condition has been remedied to the reasonable satisfaction of Processor.

5. SPECIFICATIONS FOR GAS AND SLUG LIQUIDS.

5.1 QUALITY SPECIFICATIONS. Producers shall deliver Equity Gas and Injected Liquids to each Field Delivery Point in conformity with the specifications of the applicable Upstream Pipeline (the "Quality Specifications").

5.2 TESTING. The determination as to the conformity of Equity Gas or Injected Liquids to the Quality Specifications shall be made by Processor in accordance with generally accepted procedures of the gas processing industry. Such determinations shall be made as often as Processor deems necessary, and Producer may witness such determinations or make joint determinations with its own appliances. If, in Producer's judgment, the result of any such test or determination is inaccurate, Processor, at Producer's request, will again conduct the questioned test or determination, and the costs of such additional test or determination shall be borne by Producer unless same shows the original test or determination to be materially inaccurate.

5.3 OFF-SPEC DELIVERIES. If any of Equity Gas or Injected Liquids delivered at a Field Delivery Point fail to meet the Quality Specifications ("Off-Spec Deliveries"), Processor, subject to the provisions of Sections 5.4, 5.5 and 5.6, at its sole option, may accept, or notify the appropriate Producer to discontinue or curtail, such Off-Spec Deliveries. Processor's acceptance of Off-Spec Deliveries shall not be deemed a waiver of Processor's right to later reject such Off-Spec Deliveries, nor shall acceptance of Off-Spec Deliveries from one Field Delivery Point require Processor to accept similar Off-Spec Deliveries from any other Field Delivery Point.

5.4 NOTIFICATION OF NON-CONFORMITY; REJECTION OF DELIVERY. Processor shall notify a Producer of any Off-Spec Deliveries, and Producer shall make a diligent effort to conform such Equity Gas and/or Injected Liquids to the Quality Specifications. If any Producer reasonably concludes that it cannot economically deliver Equity Gas and/or Injected Liquids conforming to the Quality Specifications, then such Producer shall so advise Processor in writing within 30 days after receipt of Processor's notice. Within 30 days after receipt of Producer's notice, Processor shall give notice to the Producer in writing of its election to accept or reject such Off-Spec Deliveries. If Processor rejects such Off-Spec Deliveries, then upon receipt of said notice by such Producer, this Agreement will be suspended with respect to the Field Delivery Points with such Off-Spec Deliveries until such time as the Off-Spec Deliveries conform to the Quality Specifications or Processor subsequently notifies such Producer of its acceptance of the Off-Spec Deliveries.

5.5 ACCEPTANCE OF NONCONFORMING PRODUCT. If Processor accepts such Off-Spec Deliveries, Processor, after written notice to Producers as specified in Section 5.4, may charge Producers any reasonable costs incurred by Processor to monitor the quality of Equity Gas and/or Injected Liquids and bring them within the Quality Specifications. Processor shall invoice Producer on a monthly basis for any such costs, the payment of which shall be due and payable within 30 days after Producer's receipt thereof.

5.6 PROCESSOR'S LIMITED COMMITMENT TO ACCEPT NON-CONFORMING PRODUCT. Notwithstanding the provisions of Sections 5.3, 5.4 and 5.5, Processor agrees that it will use reasonable efforts to continue acceptance of a Producer's Off-Spec Deliveries for Processing in those cases where (i) Section 4.6 does not apply and (ii) the acceptance of such Off-Spec Deliveries does not (x) cause damage to the Plant, (y) render the Plant unable to meet applicable specifications of the pipelines receiving Residue Gas at the Plant Redelivery Points or of the purchaser or transporter of the Products from the Plant, or (z) does not cause the Plant to violate applicable emissions permits or other regulatory requirements.

5.7 SPECIFICATIONS FOR RESIDUE GAS REDELIVERED BY PROCESSOR. The Residue Gas redelivered by Processor shall comply with the Quality Specifications in effect on the date of delivery to the transporter receiving such Residue Gas at the Plant Redelivery Point if that Equity Gas and/or Injected Liquids meets the Quality Specifications upon delivery to the Upstream Pipeline at the Field Delivery Point or Processor has elected to accept Off-Spec Deliveries under the conditions of Sections 5.5 and 5.6 of this Agreement.

5.8 OFF SPEC PIPELINE. Nothing in this Agreement shall require Processor to accept delivery of any Gas that does not conform to the Quality Specifications at the Plant Delivery Point.

6. CONSIDERATION.

6.1 PAYMENT. For each calendar month during the term of this Agreement, Processor agrees, for each Plant, to pay to each of the respective Producers delivering Equity Gas to such Plant, a cash amount equal to the product of:

- (1) the Consideration Basis, as defined in Section 6.2, for the respective Plant; and
- (2) the PTR for (1) such Producer's Equity Gas Processed at such Plant and (2) any Processor's Retrograde associated with such Producer's Equity Gas.

6.2 CONSIDERATION BASIS. For purposes of Section 6.1, the term "Consideration Basis" shall mean, and be defined as, for each calendar month during the term of this Agreement, the respective adjusted index price listed by Plant on Exhibit C.

6.3 CONSIDERATION TIMING. Processor shall pay to Producer the applicable cash consideration set forth in Section 6.1 no later than the last business day of the second month following the month in which the subject PTR and Processor's Retrograde is delivered to a Plant, such payment to be made by wire transfer of immediately available funds to an account designated from time to time by Producers at least fifteen days prior to the date any such payment is due and payable by Processor.

CONFIDENTIAL TREATMENT REQUESTED. THE REDACTED MATERIAL HAS BEEN SEPARATELY FILED WITH THE COMMISSION, AND THE APPROPRIATE SECTION HAS BEEN MARKED AT THE APPROPRIATE PLACE AND THE MARGIN WITH A STAR().

6.4 CONSIDERATION BASIS UPDATES. Processor and Producers shall periodically amend Exhibit C, as appropriate, if (i) another Plant is added by Processor, (ii) the price indexes listed in Exhibit C are no longer available or (iii) different index prices would, in the reasonable judgment of Processor and Producers, more accurately represent market conditions. The amount of any new Consideration Basis (as a result of any such amendment to Exhibit C) shall represent the market value of Gas at the appropriate Plant Redelivery Point.

6.5 PROCESSOR PROVIDED PTR. Producers and Processor acknowledge and agree that, in lieu of, and as an alternative to, any cash payment required under Section 6.1 to be paid by Processor to Producers, Processor shall have an election to provide, from time to time, PTR at a particular Plant for Processor's own account in respect of all of Producer's Equity Gas Processed at such Plant. Processor agrees that any such election to have Processor so provide PTR for its own account begin on the first day of a month and to provide Producers with at least fifteen days' prior written notice of any such election. If, for any month, Processor has provided to Producers a notice of any such election, Processor shall not be entitled to rescind, revoke or change any such notice for such month. Processor agrees to provide any notifications with respect to such Processor-provided PTR that may be required by an Upstream Pipeline to which Processor delivers such PTR.

6.6 CONSIDERATION ADJUSTMENT OUTSIDE OF NORMAL OPERATIONS.

(a) The cash amount of the total of all payments to be made by Processor to each of the respective Producers calculated under Section 6.1 (the "Consideration Payment") shall be adjusted, proportionately for each such payment, for each calendar month during the term of this Agreement in which the Average Net Margin (as defined hereafter) is [REDACTED] as follows:

- (i) in the event the Average Net Margin is [REDACTED], the Consideration Payment shall be reduced by an amount that equals the product of the amount by which the Average Net Margin is [REDACTED] multiplied by the Products Volume; or
- (ii) in the event the Average Net Margin is [REDACTED], the Consideration Payment shall be increased by an amount that equals the product of the amount by which the Average Net Margin is [REDACTED] multiplied by the Products Volume.

(b) Processor shall provide Producer with an estimate of the Average Net Margin and the Products Volume for each calendar month, in writing, no later than the fifth business day of the next calendar month following the month in which the subject PTR and Processor's Retrograde is delivered to a Plant.

CONFIDENTIAL TREATMENT REQUESTED. THE REDACTED MATERIAL HAS BEEN SEPARATELY FILED WITH THE COMMISSION, AND THE APPROPRIATE SECTION HAS BEEN MARKED AT THE APPROPRIATE PLACE AND THE MARGIN WITH A STAR().

(c) For purposes of this Section 6.6, the following definitions shall be applicable.

- (i) "Average Net Margin" means the Average Gross Margin less the Calculated Expenses.
- (ii) "Average Gross Margin" means (A) the Products Value minus the PTR Value divided by (B) the Products Volume.
- (iii) "Products Value" means the Products Volume multiplied by the Products Price.
- (iv) "Products Price" means: (A) for natural gas liquids, the respective monthly average of the [REDACTED], minus [REDACTED]; and (B) for condensate, the calendar monthly average of the [REDACTED], less [REDACTED], divided by 42.
- (v) "Products Volume" means the total volume of Products, in Gallons, allocated to Equity Gas in a calendar month, less the applicable volume of in-kind fractionation fees for such month attributable to gross production from the Yscloskey Plant ([REDACTED]) and the Toca Plant ([REDACTED]).
- (vi) "PTR Value" means the sum, for a calendar month, of the product of the PTR and the Consideration Basis for each Plant where Equity Gas is Processed during such calendar month.
- (vii) "Calculated Expenses" means the monthly expenses associated with the Processing of Equity Gas, in cents per Gallon, calculated for each calendar month using the following formula:

$$\begin{array}{l} \text{CALCULATED EXPENSES} \\ \text{IN CENTS PER GALLON} \end{array} = \text{[REDACTED]}$$

Where:

X equals the index price, in dollars per million BTUs, [REDACTED]

Y equals [REDACTED] increased annually commencing March 1, 2004, at the rate of [REDACTED] per year compounded. [REDACTED]. Either party has the right to request good faith negotiation of a new Y escalation factor if they feel this portion of Calculated Expenses is inappropriate. Any such request must be made in writing at least sixty (60) days prior to the end of an anniversary year to be effective for the following anniversary year. In the event the parties do not agree on a new Y escalation factor at least thirty (30)

days prior to the end of the anniversary year, the determination of the new Y escalation factor shall be a Dispute under this Agreement.

(d) If for any reason any of the price indexes used in this Section 6.6 cease to be published, then such affected index price(s) shall, if available, be obtained from an alternative industry publication (private or government) which publishes the same pricing information. If an index price is no longer available, then Producer and Processor shall, within 60 days of the first day of the month that the cessation occurred, agree upon an alternate pricing mechanism for such affected index price(s). The alternate pricing mechanism agreed upon shall apply retroactively to the first day of the month that the former index terminated. If the parties cannot agree on an alternate pricing mechanism within the 60 day period, then the issue of how such affected index price(s) should be determined shall be a Dispute under this Agreement. It is the intent of the parties that any replacement methodology or index shall resemble as closely as possible the index being replaced.

7. PTR AND PTR TRANSPORTATION.

Producers shall provide, or cause to be provided, the PTR and the transportation for (i) the PTR associated with the Processing of Equity Gas and (ii) Processor's Retrograde from the wellhead to the Plant Delivery Point, for all Equity Gas and Processor's Retrograde subject to the payment of consideration under Section 6.1. Producers shall also pay for all necessary facilities to cause the Equity Gas and/or Injected Liquids to meet the Quality Specifications and all other costs associated with delivering such PTR and Processor's Retrograde to the Plant Delivery Point. Processor shall pay Producers, for transportation of the PTR and Processor's Retrograde referenced in this Section 7, an amount equal to three cents (\$0.03) per MMBTU. If Processor provides PTR for its own account under Section 6.5, Processor shall provide, or cause to be provided, transportation for such PTR at its sole expense.

8. ROYALTY.

8.1 RESPONSIBILITY FOR ROYALTY PAYMENTS.

(a) As between Processor and Producers, (i) Producers shall be and remain fully liable for, and shall be fully responsible for remitting any and all payments to the Department of the Interior, the Minerals Management Service, the States of Louisiana, Texas, Mississippi, Alabama and Florida, any other governmental agencies or authorities, and any private lessors who are not federal or state lessors in respect of, any and all federal, state or local royalties and/or severance taxes due on any or all hydrocarbon production of Producers or which in any way relate to, or are in connection with, any of the transactions under this Agreement, including, without limitation, any such federal, state or local royalties and/or severance taxes on, relating to, or calculated on the basis of, any value of (x) the PTR used by Processor, (y) the Products extracted from the Equity Gas and (z) Processor's Retrograde (collectively, "Royalty Charges"), and (ii) Processor shall have no liability for or in respect of any such Royalty Charges.

(b) Producers hereby agree to hold harmless and indemnify Processor (and its Affiliates) from and against, and shall fully and promptly reimburse Processor (and its Affiliates) for, any and all claims, demands, and causes of action of any kind and all losses, damages, costs, and expenses (including court costs and reasonable attorneys' fees) arising from, relating to, or in connection with, any Royalty Charges.

8.2 DELIVERY OF ROYALTY TAKEN IN KIND. Any request by a private, state or federal governmental lessor to take royalty production in kind for any Raw Make or Products recovered through Processing shall, if lawful, be fulfilled by Processor's delivery to the lessor or its designee of such in kind royalty at a specified location, all as may be required in accord with properly promulgated notices, regulations, or lease terms and to the extent that such delivery by Processor is approved (if required) by private, state or federal lessor. In such case, Processor shall be entitled to recover all costs allowed by statute, regulation or lease term including but not limited to costs of transportation and administrative services. In the event that Processor is prohibited from fulfilling such in kind royalty requests by the private state or federal lessor, then Processor shall be relieved of such obligation but shall tender to Producers an amount of Raw Make or Products recovered from Processing sufficient to fulfill such obligations at a mutually agreeable delivery point.

8.3 COMPLIANCE WITH FEDERAL ACTS. As between Processor and Producers, Processor agrees to fulfill Producers' obligation under Section 8(b)(7) of the Outer Continental Shelf Lands Act of 1978 by offering Processor's Retrograde and Products recovered through processing at the market value and point of delivery provided by regulators to small and independent refiners as defined in the Emergency Petroleum Allocations Act of 1973. Processor shall be entitled to retain the proceeds derived from such sale. In the event Processor is prevented for any reason from fulfilling this obligation, Processor shall tender to Producers' sufficient volumes of such Processor's Retrograde and Products sufficient for Producers themselves to fulfill such obligation, and Producers shall reimburse Processor for such liquids at a mutually agreed price which shall include the cost of handling and administration of such sales. Producer shall be entitled to retain the proceeds derived from such sale.

9. METERING, ANALYSIS, AND ALLOCATION.

9.1 GAS METERING, ANALYSIS AND REPORTS.

9.1.1 Producers shall be responsible for the metering at the Field Delivery Points of all Equity Gas and Injected Liquids, the calibration of such meters and any disputes with respect to such metering. Producers agree to use reasonable efforts to cause Gas meters to be tested on a minimum 45-day frequency for correct calibration and agree to provide, or cause to be provided, to Processor reasonable access to all meters.

9.1.2 Producers shall furnish to Processor such statements as Processor may reasonably require to show the volume in MCF of Equity Gas delivered to Upstream Pipelines during a month at each of Producers' Field Delivery Points no later than the tenth business day of

the month immediately following the month in which such Gas is delivered to the Upstream Pipeline. This information may be conveyed by facsimile transmission, with subsequent written confirmation, if necessary to meet the aforesaid deadline.

9.1.3 Producers shall furnish to Processor a representative sample of Equity Gas measured at each Field Delivery Point that identifies GPM for each liquefiable hydrocarbon component in accordance with generally accepted industry standards by no later than the tenth business day of the month immediately following the month in which such Gas is delivered to the Upstream Pipeline. This information may be conveyed by facsimile transmission, with subsequent written confirmation, if necessary to meet the aforementioned deadline.

9.2 LIQUIDS METERING AND ANALYSIS. Processor shall be responsible for the metering and analysis of all liquefiable hydrocarbons extracted from Equity Gas, calibration of such meters and any disputes with respect to such metering. Processor agrees to cause such liquids meters to be tested on a minimum 45-day frequency for correct calibration and agrees to provide, or cause to be provided to Producers, reasonable access to such meters.

9.3 METER FAILURE. In the case of the failure of any measurement meter of a Plant with multiple Gas suppliers, the residue stream attributable to Equity Gas production shall be determined and allotted to Producers according to the provisions of either the applicable agreement controlling the construction and operation of the Plant involved or according to related agreements executed between the owners of the Plant and the owners of any Upstream Pipeline.

10. INDEMNITY.

Processor hereby indemnifies and holds Producers harmless against any and all claims, demands, and causes of action of any kind and all losses, damages, costs, and expenses (including court costs and reasonable attorneys' fees) arising from injuries to persons or property attributable to the Equity Gas or Processor's Retrograde, after delivery thereof has been made to Processor at a Plant Delivery Point. Producers hereby indemnify and hold Processor harmless against any and all claims, demands, and causes of action of any kind and all losses, damages, costs, and expenses (including court costs and reasonable attorneys' fees) arising from injuries to persons or property attributable to the Equity Gas or Injected Liquids, including but not limited to Processor's Retrograde, prior to delivery to Processor at the Plant Delivery Point(s) and after Producer's share of the Residue Gas and Products (if applicable under Section 8.2) is delivered to Producer or Producer's designee at the Plant Redelivery Point(s).

11. CURTAILMENT.

11.1 MUTUAL AGREEMENT NOT TO CURTAIL OR WITHHOLD. Producers agree not to unreasonably or arbitrarily withhold production of Equity Gas solely to prejudice the rights granted to Processor hereunder. However, Producers will have no liability to Processor under this Agreement if production is restricted or curtailed for any good faith reason. Likewise, Processor agrees not to arbitrarily withhold Processing services solely to prejudice the rights

granted to Producer hereunder. In any such case, Processor shall have no liability to Producer if Processing services are withheld for any good faith reason.

11.2 LIMITED RIGHT TO INTERRUPT PERFORMANCE FOR MAINTENANCE, ETC.

Processor and any Producer may, without liability, interrupt its performance hereunder for the purpose of making necessary or desirable inspections, maintenance, repairs, alterations and replacements; and the Processor or Producer requiring such relief shall give to the other reasonable notice of its intention to interrupt its performance hereunder, except in cases of emergency where such notice is impracticable or in cases where the operations of the other party will not be affected. The Processor or Producer requiring such relief shall endeavor to arrange such interruptions so as to minimize any adverse economic effect on the other party.

12. FORCE MAJEURE.

12.1 PERFORMANCE EXCUSED. If either Processor or any Producer is rendered unable, wholly or in part by Force Majeure to perform its obligations under this Agreement, other than the obligation to make payments then due or thereafter becoming due as a result of performance of an obligation prior to such Force Majeure, it is agreed that performance of the respective obligations of Processor and such Producer hereunder, so far as they are affected by such Force Majeure, shall be suspended from the inception of any such inability until it is corrected, but for no longer period. The party claiming such inability shall give notice thereof to the other party as soon as reasonably practicable after the occurrence of the Force Majeure. The party claiming such inability shall promptly correct such inability to the extent it may be corrected through the exercise of reasonable diligence. Neither party shall be liable to the other for any losses or damages, regardless of the nature thereof and howsoever occurring, whether such losses or damages be direct or indirect, immediate or remote, by reason of, caused by, arising out of, or in any way attributable to the suspension or performance of any obligation of either party to the extent that such suspension occurs because a party is rendered unable, wholly or in part, by Force Majeure to perform its obligations.

12.2 FORCE MAJEURE DEFINED. For purposes of this Agreement, the term "Force Majeure" shall mean an event, which (i) is not within the reasonable control of the party claiming suspension, and which by the exercise of reasonable diligence such party is unable to overcome or (ii) acts of God; strikes, lockouts or other industrial disturbances, acts of the public enemy, wars, blockades, insurrections, civil disturbances and riots, and epidemics; landslides, lightning, earthquakes, fires, storms, hurricanes and threats of hurricanes, floods and washouts; arrests, orders, requests, directives, restraints and requirements of the government and governmental agencies, either federal or state, civil or military; explosions, breakage or accident to machinery, equipment or lines of pipe and outages (shutdowns) of equipment, machinery or lines of pipe. The term "Force Majeure" shall also include any event of force majeure occurring with respect to the facilities or services of either party's suppliers or customers delivering or receiving any Raw Make, Products, Slug Liquids, Gas, fuel, or other substance necessary to the performance of such party's obligations, and shall also include curtailment or interruption of deliveries or services by such third party suppliers or customers as a result of an event of force majeure.

13. AUDIT RIGHTS.

For a period of two years following any statement or payment hereunder or such other period of time, if any, as may be prescribed under applicable COPAS standards, Producers or Processor or any third party representative thereof shall have the right, at its expense, upon reasonable notice and at reasonable times, to examine the books and records of the other party hereto, to the extent reasonably necessary to verify the accuracy of any such statement or payment under this Agreement. In addition, Processor and Producer shall be required to retain all records, contracts and files pertaining to royalty payments for the period of time necessary to comply with contractual or regulatory obligations to lessors, and the same shall be made available upon reasonable notice to the other parties hereunder.

14. NOTIFICATIONS.

14.1 ANNUAL INFORMATION. On or before September 1 of each year, each Producer shall provide to Processor, without warranty as to accuracy, in reasonable form and substance, Producer's projected volumes and Gas richness (best available composition data) at each existing and projected Field Delivery Point by prospect, Upstream Pipeline and year for the following ten year period. Producers' current "C" volume exploration models or other statistical production models shall be included but may be reported in aggregate. Such provided information shall be referred to collectively as, the "Annual Information". Producers shall also inform Processor as part of the Annual Information of any plans to purchase or sell Dedicated Lease(s).

14.2 NOTICE OF MATERIAL CHANGES TO ANNUAL INFORMATION. Processor and Producers shall review the Annual Information regularly. Producer shall advise Processor as soon as reasonably practicable of any changes to the Annual Information that could materially impact Processor's plans to Process the projected Equity Gas Volumes.

14.3 NOTICE OF PROPOSED TRANSFERS OF DEDICATED LEASES. In addition to notifying Processor as a part of the Annual Information, Producers shall notify Processor, as soon as reasonably practicable, of, but in any case prior to, any efforts to sell, exchange, or otherwise assign any Dedicated Lease, and Processor shall inform the Producer of its intent to reserve or release such Dedicated Lease from this Agreement.

14.4 NOTICE OF PENDING TRANSPORTATION AGREEMENTS. Each Producer shall notify Processor as soon as reasonably practicable of any ongoing or planned negotiation for the transportation of Equity Gas in an Upstream Pipeline, in order to facilitate Processor's entering into a Gas Processing Agreement for such Equity Gas. Processor and Producer agree to enter into such transportation and Gas Processing contracts contemporaneously, to the extent reasonably practicable and provided that a Producer shall not be obligated to delay entry into any transportation contract when such Producer reasonably believes such delay will result in curtailment of Equity Gas.

14.5 NOTICE OF SCHEDULED PLANT DOWNTIME. Processor agrees to notify Producers as soon as reasonably practicable of any scheduled Plant downtime that could impact Producer's ability to continue to produce Equity Gas.

15. CONFIDENTIALITY.

15.1 GENERAL. Producers or Processor shall not disclose the terms of this Agreement (or the results of any audit pursuant to Section 13) to a third party (other than the employees, lenders, counsel, consultants, or accountants of a Processor or a Producer who have agreed to keep such terms confidential) except (i) in order to comply with any applicable law, order, regulation or exchange rule, (ii) in connection with bona fide negotiations with a potential third party transferee of a Dedicated Lease or (iii) in connection with bona fide negotiations involving the acquisition or construction of Plant capacity or negotiations on contracts for third party Gas Processing agreements. Each party shall notify the other party of any proceeding of which it is aware which may result in disclosure and use reasonable efforts to prevent or limit the disclosure. Such confidentiality obligations shall terminate two years after the Termination Date.

15.2 ANNUAL INFORMATION. Processor hereby agrees to maintain Annual Information as confidential and agrees to disclose Annual Information only (i) to employees, lenders, counsel, consultants, or accountants of Processor or an Affiliate of Processor, who need to know and agree to maintain the confidentiality of such Annual Information, and (ii) to the extent necessary to comply with any applicable law, order, regulation or exchange rule. Processor shall notify the applicable Producers of any proceeding of which it is aware which may result in disclosure and use reasonable efforts to prevent or limit the disclosure. Such confidentiality obligations shall terminate two years after the Termination Date.

16. DISPUTE RESOLUTION.

16.1 ARBITRATION. Producers and Processor hereby agree that any claim, controversy or dispute arising among the parties or their successors in interest or between any of them relating to this Agreement, or any of their respective rights, duties or obligations under or in connection with this Agreement (a "Dispute"), if not resolved by the parties in the ordinary course of business or under the procedures set forth in Sections 16.2 and 16.3, shall with reasonable promptness be submitted to and determined by binding arbitration in Houston, Texas in accordance with the commercial arbitration rules of the American Arbitration Association ("AAA") then in effect; and judgment upon any arbitration award rendered pursuant to and in accordance with the arbitration provisions of Section 16.4 may be entered in any court having jurisdiction over such arbitration proceeding and over Producers and Processor; and any such party may institute proceedings in any court having jurisdiction for the specific performance by any party of any such arbitration award. Each of the parties specifically agrees to be bound by any arbitration award or determination made in any such arbitration proceeding. This Section 16 will be the sole and exclusive procedure for the resolution of any Dispute, except that any party, without prejudice to the following procedures, may file a complaint to seek preliminary injunctive or other provisional judicial relief in a court of competent jurisdiction, if in its sole judgment, that action is necessary to avoid irreparable damage or to preserve the status quo;

provided, however, that any such provisional relief granted shall be vacated or extended upon and in accordance with any determination of the arbitrators with respect thereto.

16.2 INITIATION OF PROCEDURES. Any party wishing to initiate the dispute resolution procedures set forth in this Section 16 with respect to a Dispute not resolved in the ordinary course of business must give written notice of the Dispute to the other parties ("Dispute Notice"). The Dispute Notice must include (1) a statement of that party's position and a summary of arguments supporting that position, and (2) the name and title of (a) the executive responsible for administering this Agreement or the matter in Dispute and who will represent that party and (b) any other person who will accompany the executive in the negotiations under Section 16.3. Within 15 days after delivery of the Dispute Notice, the receiving parties will submit to the other a written response. The response will include (1) a statement of that party's position and a summary of arguments supporting that position, and (2) the name and title of (x) the executive who will represent that party and (y) any other person who will accompany the executive in the negotiations conducted under Section 16.3.

16.3 NEGOTIATION BETWEEN EXECUTIVES. If any party has given a Dispute Notice under Section 16.2, the parties will attempt in good faith to resolve the Dispute within 30 days after the receipt of the written response to the Dispute Notice by negotiations between executives identified in Section 16.2. During the 30 days following the receipt of the written response to the Dispute Notice, the executives (identified in Section 16.2) will meet no less than eight hours a day and exhaustively negotiate in good faith and at the expense of all other responsibilities.

16.4 BINDING ARBITRATION. At the end of the 30-day period provided in Section 16.3, if the executives have been unable to resolve the Dispute, and if a disputing party wishes to submit the Dispute to binding arbitration, the disputing party shall provide to the other disputing party three business days' prior written notice of such disputing party's intention to submit the Dispute to binding arbitration. The other disputing party shall be entitled to join in the submission of the Dispute to binding arbitration in accordance with the commercial arbitration rules of the AAA (expedited procedures). The AAA shall be instructed to choose an arbitrator who shall have a minimum of 15 years experience in the oil and gas processing industry, or such other experience such that he or she is considered an expert on the business of the Processor. Notice of a disputing party's submission of the matter for arbitration shall be given to the other party or parties within three business days thereafter (the "Arbitration Notice"). Upon delivery of the Arbitration Notice by the disputing party, each disputing party shall have 30 days to provide the arbitrator (and the disputing party) with a statement of its position (with supporting documentation) regarding the matter or matters in dispute together with its best and final offer for settlement of the Dispute. The failure to provide a statement of position within this period shall constitute a waiver of a disputing party's right to have such materials considered by the arbitrator. The arbitrator shall consider the statements of position submitted by the disputing parties and shall, within 30 business days after receipt of such materials, issue his or her decision in writing picking one of the statements of position submitted by the disputing parties as the position to be adopted to settle the Dispute. All determinations made by the arbitrator shall be final, conclusive and binding on the disputing parties. Each of the disputing parties will pay

one-half of the fees of the arbitrator and all other arbitration fees and expenses and the fees of their respective arbitrators (if required).

17. TRANSFER AND ASSIGNMENT.

17.1 SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon Producers and Processor. Except for an assignment by Processor in connection with the sale of all or a substantial part of Processor's assets, this Agreement shall not be assignable by Processor except with the prior written consent of the affected Producer, or by a Producer, except with the prior written consent of Processor; provided, however, that no such consent may be unreasonably withheld or delayed.

17.2 PROCESSOR'S RIGHTS UNDER LEASES. Subject to Section 17.4, Producers hereby agree that it is their intent that, to the extent permitted by law, this Agreement constitutes a conveyance by Producers of a portion of their rights as lessee under the Dedicated Leases and that this Agreement shall bind all persons that now or at any time hereafter have any right as lessee or otherwise under any Dedicated Leases, whether by voluntary transfer, involuntary transfer, or otherwise of Leases; provided, however, that nothing in this Section 17.2 or any other provision of this Agreement shall require, or be deemed to require, Processor to pay, or be responsible for, any Royalty Charges, it being the intent of the parties to this Agreement that Producers shall pay, and be responsible for, any and all Royalty Charges, as provided in Section 8.1. Producers further agree (i) to make any transfer of any Dedicated Lease subject to the terms and conditions of this Agreement and (ii) not to transfer Producer's interest in a Dedicated Lease without first requiring the transferee to execute and deliver to Producer and Processor a Letter of Attornment in the form attached hereto as Exhibit E.

17.3 AFFILIATES OF PRODUCER PARTIES. Subject to Section 17.4, it is the intention of the parties that this Agreement shall bind not only the Producers who are made a party to this Agreement but also their respective Affiliates, successors and assigns. Each Producer covenants and agrees to exercise its best efforts to have each of its Affiliates, successors and assigns that acquires an interest in a Lease become and be made a party to this Agreement and to perform its obligations hereunder.

17.4 EXCEPTED LEASES. As to any Dedicated Leases, or portions thereof, that were transferred or assigned by Producers to third parties during the period of January 1, 1998 through May 30, 1999, inclusive, that were not made subject to the Third Amendment as a condition of any such transfer or assignment ("Excepted Leases"), Processor waives the application of the Third Amendment as to the Excepted Leases, and the Parties agree that this Agreement shall not apply to the Excepted Leases.

18. MISCELLANEOUS.

18.1 TITLE AND CAPTIONS. All section titles or captions in this Agreement are for convenience of reference only. They are not intended to be part of this Agreement or to in any way define, limit, extend, or describe the scope or intent of any provisions of this Agreement.

Except as specifically provided otherwise, reference to "Sections" and "Exhibits" are to Articles and Sections of and Exhibits to this Agreement.

18.2 PRONOUNS AND PLURALS. Whenever the context so requires, any pronoun used in this Agreement includes the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs includes the plural and vice versa.

18.3 SEPARABILITY. Each provision of this Agreement shall be considered to be separable and, if, for any reason, any such provision, is determined to be in whole or part invalid and contrary to any existing or future applicable law, such invalidity shall not impair the operation of or affect those portions of this Agreement that are valid, and this Agreement shall be construed and enforced in all respects as if the invalid or unenforceable provision had been omitted.

18.4 SUCCESSORS. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns but this provision shall not be deemed to permit any assignment by a party of any of its rights or obligations under this Agreement except as expressly provided herein.

18.5 FURTHER ACTIONS. Each party agrees to execute and deliver such further instruments and do such further acts and things as may be required or useful to carry out or further evidence the intent and purpose of this Agreement and which are not inconsistent with its terms.

18.6 NOTICES. All notices or other communications hereunder must be in writing and must be delivered either personally or by (i) facsimile means (delivered during the recipient's regular business hours), (ii) registered or certified mail (postage prepaid and return receipt requested), or (iii) express courier or delivery service, addressed as follows:

Producers:	[Producer] ----- c/o Shell Offshore, Inc. 200 N. Dairy Ashford Houston, TX 77079 Fax #: (281) 544-3544 Attn: Manager Marketing & Transportation	Processor:	Enterprise Gas Processing, LLC 2727 North Loop West - 7th Floor Houston, TX 77008 Fax #: (713) 880-6960 Attn: President
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or at such other address and number as any party shall have previously designated by notice given to the other parties in the manner provided in this Section. Notices shall be deemed given when received during normal business hours if sent by facsimile means (confirmation of such receipt by confirmed facsimile transmission being deemed receipt of communications sent by facsimile means), and when delivered and receipted for (or upon the date of attempted delivery where delivery is refused), if hand-delivered, sent by express courier or delivery service, or sent by certified or registered mail.

18.7 AMENDMENT ONLY IN WRITING. No amendment, waiver, modification or change of this Agreement shall be enforceable unless in writing signed by the Party against whom enforcement is sought.

18.8 RIGHT OF INGRESS AND EGRESS. To the extent Producers are able to grant such rights, Processor shall have the right of ingress and egress to and from the premises of Producers and to and from the Field Delivery Points for all purposes necessary for the fulfillment of this Agreement.

18.9 NO SPECIAL DAMAGES. No party shall be liable for any consequential, incidental, punitive, exemplary, or indirect damages in tort, contract, under any indemnity provision or otherwise.

18.10 APPLICABLE LAW. This Agreement shall be governed by, and construed, interpreted and enforced in accordance with, the substantive law of the state of Louisiana without regard to principles of conflicts of laws.

18.11 ENTIRE AGREEMENT. This Agreement embodies the entire agreement and understanding between Producers and Processor and supersedes all prior agreements and understandings relating to the subject matter hereof, except that Section 2 of the Third Amendment is hereby incorporated in this Agreement by reference and shall survive this Agreement as though fully set forth herein.

18.12 COUNTERPARTS. This Agreement may be executed in one or more counterparts and each of such counterparts, for all purposes, shall be deemed to be an original, but all of such counterparts together shall constitute but one and the same instrument, binding upon all parties, notwithstanding that all of the parties may not have executed the same counterpart.

IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives have executed this Agreement effective as of the Effective Date.

PRODUCERS:

SHELL OIL COMPANY

WITNESSES:

By: /s/ B. K. Garrison

Name: B. K. Garrison
Title: Attorney-in-Fact

/s/ Maria Perez Chahin

/s/ Jane A. Newitt

SHELL OFFSHORE INC.

WITNESSES:

By: /s/ J. W. Kimmel

Name: J. W. Kimmel
Title: Attorney-in-Fact

/s/ Maria Perez Chahin

/s/ Martha R. Sparks

SHELL CONSOLIDATED ENERGY
RESOURCES INC.

WITNESSES:

By: /s/ B. K. Garrison

Name: B. K. Garrison
Title: Attorney-in-Fact

/s/ Maria Perez Chahin

/s/ Jane A. Newitt

SHELL LAND & ENERGY COMPANY

WITNESSES:

By: /s/ B. K. Garrison

Name: B. K. Garrison
Title: Attorney-in-Fact

/s/ Maria Perez Chahin

/s/ Jane A. Newitt

SHELL FRONTIER OIL & GAS INC.

WITNESSES:

By: /s/ J. W. Kimmel

Name: J. W. Kimmel
Title: Attorney-in-Fact

/s/ Maria Perez Chahin

/s/ Martha R. Sparks

SHELL EXPLORATION &
PRODUCTION COMPANY

WITNESSES:

By: /s/ R. M. Restucci

Name: R. M. Restucci
Title: President & CEO

/s/ Maria Perez Chahin

/s/ Shirley R. Holm

SHELL GULF OF MEXICO INC.

WITNESSES:

By: /s/ J. W. Kimmel

Name: J. W. Kimmel
Title: Attorney-in-Fact

/s/ Maria Perez Chahin

/s/ Martha R. Sparks

PROCESSOR:

ENTERPRISE GAS PROCESSING, LLC

WITNESSES:

By: /s/ W. Ordemann

Name: W. Ordemann
Title: Senior Vice President

/s/ Brigid A. Walsh

/s/ Thomas M. Zulim

STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned Notary Public, on this day personally appeared B. K. Garrison, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he, being fully authorized to do so, executed and delivered the same as Attorney-in-Fact for Shell Oil Company, a Delaware corporation, on the day and year therein mentioned and as the act and deed of said corporation, for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 9th day of April, 2003.

/s/ Belinda Hirsch

Notary Public

My Commission Expires March 26, 2006.

STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned Notary Public, on this day personally appeared J. W. Kimmel, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he, being fully authorized to do so, executed and delivered the same as Attorney-in-Fact for Shell Offshore Inc., a Delaware corporation, on the day and year therein mentioned and as the act and deed of said corporation, for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 9th day of April, 2003.

/s/ Maria Cristina Charles

Notary Public

My Commission Expires April 4, 2004.

STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned Notary Public, on this day personally appeared B. K. Garrison, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he, being fully authorized to do so, executed and delivered the same as Attorney-in-Fact for Shell Consolidated Energy Resources Inc., a Delaware corporation, on the day and year therein mentioned and as the act and deed of said corporation, for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 9th day of April, 2003.

/s/ Belinda Hirsch

Notary Public

My Commission Expires March 26, 2006.

STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned Notary Public, on this day personally appeared B. K. Garrison, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he, being fully authorized to do so, executed and delivered the same as Attorney-in-Fact for Shell Land & Energy Company, a Delaware corporation, on the day and year therein mentioned and as the act and deed of said corporation, for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 9th day of April, 2003.

/s/ Belinda Hirsch

Notary Public

My Commission Expires March 26, 2006.

STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned Notary Public, on this day personally appeared J. W. Kimmel, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he, being fully authorized to do so, executed and delivered the same as Attorney-in-Fact for Shell Frontier Oil & Gas Inc., a Delaware corporation, on the day and year therein mentioned and as the act and deed of said corporation, for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 9th day of April, 2003.

/s/ Maria Cristina Charles

Notary Public

My Commission Expires April 4, 2004.

STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned Notary Public, on this day personally appeared R. M. Restucci, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he, being fully authorized to do so, executed and delivered the same as President and CEO of Shell Exploration & Production Company, a Delaware corporation, on the day and year therein mentioned and as the act and deed of said corporation, for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 9th day of April, 2003.

/s/ Maria Cristina Charles

Notary Public

My Commission Expires April 4, 2004.

STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned Notary Public, on this day personally appeared J. W. Kimmel, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he, being fully authorized to do so, executed and delivered the same as Attorney-in-Fact for Shell Gulf of Mexico Inc., a Delaware corporation, on the day and year therein mentioned and as the act and deed of said corporation, for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 9th day of April, 2003.

/s/ Maria Cristina Charles

Notary Public

My Commission Expires April 4, 2004.

STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned Notary Public, on this day personally appeared W. Ordemann, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he, being fully authorized to do so, executed and delivered the same as a Senior Vice President of Enterprise Gas Processing, LLC, a Delaware limited liability company, on the day and year therein mentioned and as the act and deed of said corporation, for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 9th day of April, 2003.

/s/ Brigid A. Walsh

Notary Public

My Commission Expires October 30, 2006.

EXHIBIT A
SIXTH AMENDMENT TO CONVEYANCE OF GAS PROCESSING RIGHTS
DEDICATED LEASES AS OF AUGUST 1, 1999
FEDERAL LEASES

AREA BLOCK LEASE # CURRENT LEASE OPERATOR LEASE DATE SPUD DATE - -----

----- AC 0556 11607 Shell Deepwater Dev 10/01/89 AC 0557 8272
Shell Deepwater Dev 10/01/85 AC 0558 9263 Shell Deepwater Dev 10/01/87 AC 0600
8580 Shell Deepwater Dev 10/01/86 04/15/96 AC 0601 8581 Shell Deepwater Dev
10/01/86 AC 0602 9266 Shell Deepwater Dev 10/01/87 AC 0644 11609 Shell
Deepwater Dev 10/01/89 AC 0645 9268 Shell Deepwater Dev 10/01/87 AC 0646 11610
Shell Deepwater Dev 10/01/89 BA 0505 15724 IP Pet 11/01/95 03/04/97 BA 0577
17111 IP Pet 01/01/97 08/12/97 BA A0019 3936 Shell Offshore 03/01/79 11/26/79
BA A0020 3472 Shell Offshore 08/01/77 05/23/94 BA A0023 3938 Shell Offshore
03/01/79 07/19/79 EC 0060 5359 Shell Offshore 07/01/83 03/30/93 EC 0126 15139
Shell Offshore 07/01/95 08/04/98 EC 0187 15142 Shell Offshore 07/01/95 07/23/97
EC 0276 12845 Walter O&G 07/01/91 04/27/96 EC 0287 16268 Newfield Exp 06/01/96
10/20/97 EI 0097 17964 Shell Offshore 07/01/97 01/31/99 EI 0136 3152 Shell
Offshore 07/01/75 09/04/97 EI 0152 15244 Shell Offshore 07/01/95 02/26/96 EI
0157 11951 Shell Offshore 05/01/90 07/05/94 EI 0158 1220 Shell Offshore
06/01/62 07/12/62 EI 0176 445 Shell Offshore 01/01/55 09/18/68 EI 0183 17981
Elf Exp 08/01/97 05/31/98 EI 0184 5498 Elf Exp 07/01/83 02/12/88 EI 0331 2116
Shell Offshore 01/01/71 02/10/71 EW 0833 18167 Shell Offshore 07/01/97 EW 0834
18168 Shell Offshore 07/01/97 07/11/98 GA 0180 3228 Shell Offshore 09/01/75
01/16/78 GA 0213 17120 Basin Exp 02/01/97 01/19/98 GB 0083 11450 Shell Offshore
12/01/89 03/02/90 GB 0084 11451 Shell Offshore 12/01/89 07/04/91 GB 0127 11454
Shell Offshore 12/01/89 01/28/95 GB 0128 11455 Shell Offshore 12/01/89 03/16/94
GB 0168 15846 Shell Offshore 11/01/95 01/05/99 GB 0172 14221 Shell Offshore
01/01/94 02/03/95 GB 0215 9216 Amerada Hess 10/01/87 03/23/88 GB 0248 13815
Shell Deepwater Dev 10/01/92 10/04/97 GB 0254 13816 Chevron USA 12/01/92
06/15/93 GB 0336 15877 Shell Deepwater Dev 11/01/95 07/31/96 GB 0341 15879
Shell Deepwater Dev 02/01/96 12/01/98 GB 0426 8241 Shell Deepwater Prod
10/01/85 05/09/88 GB 0427 7493 Shell Deepwater Prod 09/01/84 06/03/87 GB 0451
15898 Shell Deepwater Dev 11/01/95 01/23/98 GB 0452 15899 Shell Deepwater Dev
11/01/95 GB 0470 8248 Shell Deepwater Prod 10/01/85 07/08/87 GB 0471 7498 Shell
Deepwater Prod 09/01/84 02/23/87 GB 0472 11528 Shell Deepwater Dev 10/01/89
07/13/99 GB 0515 20792 Marathon Oil 01/01/99 06/04/99 GB 0516 8252 Shell
Deepwater Dev 10/01/85 09/21/95 GB 0559 11546 Shell Deepwater Dev 10/01/89
02/08/99 Page 1 of 4

EXHIBIT A SIXTH AMENDMENT TO CONVEYANCE OF GAS PROCESSING RIGHTS DEDICATED
LEASES AS OF AUGUST 1, 1999 FEDERAL LEASES

AREA BLOCK LEASE # CURRENT LEASE OPERATOR LEASE DATE SPUD DATE - -----

----- GB 0602 11553 Shell Deepwater Dev 10/01/89 09/13/95 GB 0919
11591 Shell Deepwater Dev 10/01/89 GB 0920 11592 Shell Deepwater Dev 10/01/89
06/07/99 GB 0963 11597 Shell Deepwater Dev 10/01/89 GB 0964 11598 Shell
Deepwater Dev 10/01/89 GC 0019 4131 Shell Offshore 10/01/79 02/09/80 GC 0065
5889 Shell Offshore 07/01/83 08/04/83 GC 0069 13159 Shell Deepwater Dev
05/01/91 02/23/98 GC 0073 5897 Shell Deepwater Prod 07/01/83 05/26/85 GC 0108
14668 Shell Offshore 07/01/94 GC 0109 5900 Shell Offshore 07/01/83 06/02/84 GC
0110 14023 Shell Offshore 07/01/93 04/09/95 GC 0112 15545 Shell Deepwater Dev
07/01/95 03/29/97 GC 0113 15546 Shell Deepwater Dev 09/01/95 08/08/97 GC 0116
5904 Shell Deepwater Prod 07/01/83 11/14/84 GC 0117 5905 Shell Deepwater Prod
07/01/83 07/15/85 GC 0155 16698 Shell Deepwater Dev 09/01/96 04/28/98 GC 0158
7995 Shell Deepwater Dev 07/01/85 12/23/88 GC 0177 16702 Spinnaker Exp 09/01/96
07/08/99 GC 0200 12209 BP Exp & Oil 05/01/90 03/16/97 GC 0201 12210 BP Exp &
Oil 05/01/90 GC 0202 7998 Shell Deepwater Dev 07/01/85 09/29/97 GC 0244 11043
BP Exp & Oil 05/01/89 02/14/94 GC 0245 5916 BP Exp & Oil 07/01/83 08/08/95 GC
0247 15564 Shell Deepwater Dev 09/01/95 GC 0248 15565 Shell Deepwater Dev
09/01/95 02/21/96 GC 0472 5097 Shell Deepwater Dev 04/01/82 12/08/88 GC 0473
5922 Shell Deepwater Dev 07/01/83 09/17/91 GC 0517 5923 Shell Deepwater Dev
07/01/83 GC 0644 11080 BP Exp & Oil 05/01/89 12/20/98 GC 0645 11081 BP Exp &
Oil 05/01/89 GI 0110 13943 Anadarko Pet 08/01/93 11/15/98 GI 0111 18069
Anadarko Pet 07/01/97 GI 0116 13944 Anadarko Pet 07/01/93 04/16/98 HI 0035
15768 IP Pet 12/01/95 08/31/96 HI 0037 15769 IP Pet 12/01/95 06/28/96 HI 0068
15771 IP Pet 11/01/95 01/09/97 HI 0108 15776 IP Pet 11/01/95 05/31/96 HI 0119
14882 Shell Offshore 10/01/94 07/08/96 HI 0135 741 Shell Offshore 05/01/60
03/21/64 HI 0136 742 Shell Offshore 05/01/60 05/17/64 HI 0161 744 Shell
Offshore 05/01/60 06/26/61 HI 0179 3236 Shell Offshore 09/01/75 02/14/76 HI
0194 6166 Shell Offshore 10/01/83 06/16/84 HI 0201 4576 Shell Offshore 01/01/81
06/19/82 HI A0006 4734 Shell Offshore 09/01/81 04/04/93 HI A0350 2428 Shell
Offshore 08/01/73 08/15/73 MC 0108 9777 BP Exp & Oil 07/01/88 04/02/89 MC 0110
18192 Shell Offshore 08/01/97 03/12/98 MC 0119 14629 Shell Deepwater Dev
05/01/94 05/12/99 MC 0151 2643 Shell Offshore 05/01/74 07/27/75 MC 0194 2638
Shell Offshore 05/01/74 06/28/75 MC 0195 2639 Shell Offshore 05/01/74 01/22/76
MC 0311 2968 Shell Offshore 12/01/74 12/21/74 MC 0383 7937 Shell Deepwater Dev
08/01/85 06/27/87 MC 0385 7938 Shell Deepwater Dev 07/01/85 Page 2 of 4

EXHIBIT A SIXTH AMENDMENT TO CONVEYANCE OF GAS PROCESSING RIGHTS DEDICATED
LEASES AS OF AUGUST 1, 1999 FEDERAL LEASES

AREA BLOCK LEASE # CURRENT LEASE OPERATOR LEASE DATE SPUD DATE - -----

----- MC 0429 7944 Shell Deepwater Dev 07/01/85 11/08/95 MC 0430
9808 Shell Deepwater Dev 05/01/88 MC 0496 14005 Shell Deepwater Dev 07/01/93
07/03/98 MC 0520 9821 Amoco Prod 05/01/88 10/30/96 MC 0521 8822 Amoco Prod
06/01/87 MC 0522 8823 Amoco Prod 06/01/87 04/27/89 MC 0565 11002 Amoco Prod
05/01/89 MC 0566 8831 Amoco Prod 06/01/87 MC 0584 14010 Union Pacific Res
08/01/93 12/16/97 MC 0607 9837 Amoco Prod 05/01/88 09/20/97 MC 0608 9838 Amoco
Prod 05/01/88 MC 0657 8496 Shell Deepwater Dev 06/01/86 11/07/87 MC 0686 5862
Shell Deepwater Prod 07/01/83 09/10/96 MC 0687 5863 Shell Deepwater Prod
07/01/83 12/19/95 MC 0730 7954 Shell Deepwater Prod 07/01/85 06/10/88 MC 0731
7955 Shell Deepwater Prod 07/01/85 11/20/86 MC 0762 7957 Shell Offshore
07/01/85 MC 0763 7958 Shell Offshore 07/01/85 01/13/89 MC 0764 8852 Shell
Deepwater Dev 06/01/87 07/23/88 MC 0806 7962 Shell Deepwater Prod 07/01/85
04/10/91 MC 0807 7963 Shell Deepwater Prod 07/01/85 07/26/89 MC 0809 5868 Shell
Deepwater Dev 07/01/83 07/19/93 MC 0810 9873 Shell Deepwater Dev 05/01/88
03/01/95 MC 0850 9881 Shell Deepwater Dev 05/01/88 MC 0851 9882 Shell Deepwater
Dev 05/01/88 MC 0852 5870 Shell Deepwater Dev 07/01/83 12/07/83 MC 0853 5871
Shell Deepwater Dev 07/01/83 MC 0854 9883 Shell Deepwater Dev 05/01/88 07/10/90
MC 0890 7969 Shell Deepwater Dev 07/01/85 10/29/98 MC 0891 9889 Shell Deepwater
Dev 05/01/88 MC 0898 9895 BP Exp & Oil 05/01/88 MC 0899 9896 BP Exp & Oil
05/01/88 01/25/91 MC 0911 9899 BP Exp & Oil 05/01/88 08/03/97 MC 0912 9900 BP
Exp & Oil 05/01/88 MC 0934 7975 Shell Deepwater Dev 07/01/85 12/22/94 MC 0935
7976 Shell Deepwater Dev 07/01/85 01/28/94 MC 0942 9904 Shell Deepwater Dev
05/01/88 09/23/98 MC 0955 8862 Shell Deepwater Dev 06/01/87 MC 0956 8863 Shell
Deepwater Dev 06/01/87 MC 0999 8866 Shell Deepwater Dev 06/01/87 MC 1000 8867
Shell Deepwater Dev 06/01/87 MO 0821 5058 Shell Offshore 04/01/82 10/16/85 MP
0251 7823 Shell Deepwater Prod 08/01/85 11/16/86 MP 0252 7824 Shell Deepwater
Prod 08/01/85 11/13/85 MP 0309 8760 Shell Offshore 06/01/87 06/21/89 MP 0310
4126 Shell Offshore 10/01/79 05/19/80 MP 0312 16520 Shell Offshore 07/01/96
01/20/97 MP 0315 8467 Shell Offshore 07/01/86 10/16/86 PN 0969 5953 Shell
Offshore 10/01/83 02/04/84 PN 0975 20603 Shell Offshore 10/01/98 12/09/98 PN
0976 5954 Shell Offshore 10/01/83 04/09/90 SA 0010 3958 Shell Offshore 03/01/79
03/30/79 SA 0012 14590 IP Pet 07/01/94 10/02/82 SM 0130 2280 Shell Offshore
02/01/73 04/05/73 SM 0131 2281 Shell Offshore 01/01/73 02/21/73 SS 0076 15276
Mobil E&P SE 08/01/95 11/04/95 Page 3 of 4

EXHIBIT A SIXTH AMENDMENT TO CONVEYANCE OF GAS PROCESSING RIGHTS DEDICATED
LEASES AS OF AUGUST 1, 1999 FEDERAL LEASES

AREA BLOCK

LEASE #
CURRENT
LEASE
OPERATOR
LEASE DATE
SPUD DATE

--- SS
0201 5557
L L & E
07/01/83
11/24/90
SS 0258
5560 Shell
Frontier
O&G
07/01/83
01/18/86
SS 0259
5044 Shell
Frontier
O&G
04/01/82
08/21/82
ST 0211
16435 IP
Pet
07/01/96
ST 0300
4240 Shell
Offshore
12/01/79
07/10/81
ST 0301
3594 Shell
Offshore
08/01/77

02/08/78
ST 0302
6779 Shell
Offshore
06/01/84
12/16/84
SX 0017
4143 Shell
Offshore
10/01/79
02/22/81
SX 0040
4745 Shell
Offshore
09/01/81
10/28/86
VK 0736
13987
Shell
Offshore
07/01/93
09/23/98
VK 0780
6884 Shell
Offshore
06/01/84
02/04/86
VK 0783
6886 Shell
Deepwater
Prod
06/01/84
11/02/84
VK 0784
13060
Shell
Deepwater
Prod
07/01/91
02/10/96
VK 0824
15436
Shell
Offshore
09/01/95
06/09/98
VK 0827
7910 Shell
Deepwater
Prod
09/01/85
09/14/98
VK 0867
6889 Amoco
Prod
07/01/84
VK 0871
8469 Amoco
Prod
06/01/86
05/26/94
VK 0872
19907
Shell
Deepwater
Dev
08/01/98
11/20/98
VK 0873
19908
Shell
Deepwater
Dev
08/01/98
12/15/98
VK 0911
6892 Shell
Deepwater
Prod
07/01/84
08/27/98
VK 0912
6893 Shell
Deepwater
Prod
07/01/84

03/01/85
VK 0915
6894 Amoco
Prod
06/01/84
04/14/93
VR 0161
1127
Samedan
06/01/62
01/01/63
VR 0195
19760
Shell
Offshore
08/01/98
VR 0196
19760
Shell
Offshore
08/01/98
01/01/63
VR 0207
19760
Shell
Offshore
08/01/98
VR 0260
15197
Shell
Offshore
07/01/95
12/04/95
VR 0308
11892
Newfield
Exp
05/01/90
10/25/94
VR 0355
12876
Shell
Offshore
07/01/91
02/14/92
WC 0094
15054 IP
Pet
07/01/95
10/26/96
WC 0170
4085 CXY
Energy Off
10/01/79
06/25/80
WC 0182
15062
Seneca Res
08/01/95
10/22/96
WC 0195
16123 IP
Pet
06/01/96
05/09/97
WC 0266
13838
Shell
Offshore
08/01/93
11/01/96
WC 0269
13563
Shell
Offshore
08/01/92
06/22/95
WC 0270
15073
Shell
Offshore
07/01/95
06/24/96
WC 0311
15079 IP
Pet

07/01/95
04/27/96
WC 0505
16200 LLOG
Exp Off
06/01/96
10/04/98
WC 0565
2015 Shell
Offshore
02/01/71
01/06/72
WC 0633
2238 Shell
Offshore
01/01/73
01/22/73
WD 0034
3414
Forcenergy
01/01/77
01/30/77
Page 4 of 4

EXHIBIT A SIXTH AMENDMENT TO CONVEYANCE OF GAS PROCESSING RIGHTS DEDICATED
 LEASES AS OF AUGUST 1, 1999 LEASES WITH OPERATING RIGHTS
 CURRENT LEASE AREA BLOCK LEASE # LEASE OPERATOR LEASE DATE DESCRIPTION OF
 OPERATING RIGHTS - -----

----- EI
 0088 10721 G10721 Burlington 07/01/89 N1/2; SE1/4; E1/2SW1/4; NW1/4SW1/4;
 E1/2SW1/4SW1/4, limited from the surface to a depth of 25,000' subsea; and
 W1/2SW1/4SW1/4, limited from a depth of 8,200' subsea to a depth of 25,000'
 subsea. EI 0089 044 G00044 Burlington 08/28/45 N1/2; SW1/4; W1/2SE1/4;
 W1/2E1/2SE1/4; NE1/4NE1/4SE1/4; SE1/4SE1/4SE1/4, Block 89, Eugene Island Area,
 limited from the surface to a depth of 25,000' subsea; and the SE1/4NE1/4SE1/4;
 NE1/4SE1/4SE1/4, limited from a depth of 8,200' subsea to a depth of 25,000'
 subsea. EI 0090 229 G00229 Burlington 11/19/48 SE1/4 of Block 90, Eugene Island
 Area, INSOFAR AND ONLY INSOFAR AS lease covers the following: NE1/4SE1/4;
 W1/2SE1/4; W1/2SE1/4SE1/4, limited from the surface to a depth of 25,000'
 subsea; and the E1/2SE1/4SE1/4, limited from a depth of 10,800' subsea to a
 depth of 25,000' subsea. EI 0093 228 G00228 Burlington 11/19/48 E1/2 of Block
 93, Eugene Island Area, INSOFAR AND ONLY INSOFAR AS said lease covers the
 following: W1/2E1/2NE1/4; W1/2NE1/4; SE1/4, limited from the surface to a depth
 of 25,000' subsea; and the E1/2E1/2NE1/4, limited from a depth of 25,000'
 subsea. EI 0094 5488 G05488 Burlington 07/01/83 N1/2; SE1/4; N1/2SW1/4;
 N1/2S1/2SW1/4; S1/2SE1/4SW1/4; E1/4SW1/4SW1/4, limited from the surface to a
 depth of 25,000' subsea; and the SW1/4SW1/4SW1/4, limited from a depth of
 10,800' subsea; to a depth of 25,000' subsea. EI 0095 046 G00046 Burlington
 08/28/45 E1/2; E1/2W1/2; SW1/4SW1/4; S1/2NW1/4SW1/4; NW1/4NW1/4SW1/4;
 SW1/4NW1/4NW1/4; W1/2SW1/4NW1/4; Block 95, Eugene Island Area, limited from the
 surface to a depth of 25,000' subsea ; and the N1/2NW1/4NW1/4; SE1/4NW1/4NW1/4;
 E1/2SW1/4NW1/4; NE1/4NW1/4SW1/4; limited from a depth of 8,200' subsea to a
 depth of 25,000' subsea. EI 0109 17967 G17967 Tana 07/01/97 All of Block 109,
 Eugene Island Area, INSOFAR AND ONLY INSOFAR AS said lease covers that portion
 of Eugene Island Block 109 below 17,000 feet true vertical depth (TVD) down to
 and including 35,000 feet TVD; Page 1 of 3

EXHIBIT A SIXTH AMENDMENT TO CONVEYANCE OF GAS PROCESSING RIGHTS DEDICATED
 LEASES AS OF AUGUST 1, 1999 LEASES WITH OPERATING RIGHTS
 CURRENT LEASE AREA BLOCK LEASE # LEASE OPERATOR LEASE DATE DESCRIPTION OF
 OPERATING RIGHTS - -----

----- EI
 0255 1958 G01958 Forest 01/01/70 S1/2 of Block 255, Eugene Island Area, INSOFAR
 AND ONLY INSOFAR AS the operating rights affect the SW1/4SW1/4SW1/4 INSOFAR AND
 ONLY INSOFAR AS the "P" Sand which is defined in that certain Federal Unit
 Agreement (Contract No. 14-08-0001-12325) Eugene Island Block 276 "P" Sand,
 Reservoir 'A', as the stratigraphic equivalent of that productive sand. GA 0394
 13317 G13317 IP Pet 12/01/91 All of Block 394, Galveston Area, INSOFAR AND ONLY
 INSOFAR as the operating rights in the lease cover the depths from the surface
 of the earth down to the stratigraphic equivalent of 8,850 feet true vertical
 depth as seen in the Electric log for the OCS-G 13317 Well No. 2. GA 0395 12508
 G12508 IP Pet 10/01/90 All of Block 395, Galveston Area, INSOFAR AND ONLY
 INSOFAR AS the operating rights in the lease cover the depths from the surface
 of the earth down to the stratigraphic equivalent of 100 feet below the total
 depth drilled in the OCS-G 12508 Well 1, which was drilled to a true vertical
 depth of 8,508 feet. HI 0131 14863 G14863 Vastar 10/01/94 All of Block 131,
 High Island Area, INSOFAR AND ONLY INSOFAR AS said lease includes Assignor's
 operating rights from the surface to 8,000 feet TVD in the W1/2 of the Lease;
 HI 0154 14159 G14159 SOI 01/01/94 N1/2 of block 154, High Island Area, INSOFAR
 AND ONLY INSOFAR as the lease covers the NW1/4; W1/2NE1/4 and W1/2E1/2NE1/4 of
 said Block 154, from below 8,000 TVD to 30,000 TVD; HI 0154 2357 G02357
 Northstar 08/01/73 S1/2 of Block 154, High Island Area, INSOFAR AND ONLY
 INSOFAR AS said lease covers all depths from the surface down to 100 feet below
 the base of the stratigraphic equivalent of that sand encountered at a measured
 depth of 9,815 feet in OCS-G 14159, Well No. 1. MC 0267 3799 G03799 Exxon
 06/01/78 All of Block 267, Mississippi Canyon, INSOFAR AND ONLY INSOFAR AS the
 operating rights cover the W1/2 of said block from the surface to the earth
 down to and including the stratigraphic equivalent of 12,135' MD, as seen in
 Shell OCS-G 3799 No. 3 Sonic Log. MP 0131 13651 G13651 ATP 09/01/92 All of
 Block 131, Main Pass Area, INSOFAR AND ONLY INSOFAR AS the lease covers all
 depths below 8,000 feet true vertical depth. MP 0303 4253 G04253 Oxy 12/01/79
 INSOFAR AND ONLY INSOFAR AS the lease covers the S1/2S1/2 of Block 303, Main
 Pass Area, South and East Addition, down to a depth of 25,000'. Page 2 of 3

EXHIBIT A SIXTH AMENDMENT TO CONVEYANCE OF GAS PROCESSING RIGHTS DEDICATED
 LEASES AS OF AUGUST 1, 1999 LEASES WITH OPERATING RIGHTS

CURRENT LEASE
 AREA BLOCK
 LEASE # LEASE
 OPERATOR
 LEASE DATE
 DESCRIPTION
 OF OPERATING
 RIGHTS - ----

MP 0304 3339
G03339 Oxy
04/01/76
INSOFAR AND
ONLY INSOFAR
AS the lease
covers the
SW1/4SW1/4
and the
W1/2SE1/4SW1/4
of Block 304,
Main Pass
Area, South
and East
Addition,
down to a
depth of
25,000'. MP
0313 4127
G04127
Chevron
10/01/79 All
of Block 313,
Main Pass
Area, South &
East
Addition,
INSOFAR AND
ONLY INSOFAR
AS said lease
covers depths
below a true
vertical
depth of
12,000'. SS
0202 5558
G05558 LL&E
07/01/83 All
of Block 202,
Ship Shoal
Area, all
intervals
lying at
depths
greater than
the
stratigraphic
equivalent of
the top of
the "MI" Sand
at a depth
350' below
the total
depth of
Conoco's Ship
Shoal 201 No.
1 Well, same
being 12,450'
TVD. SS 0356
5206 G05206
Soco Off
01/01/83 All
of Block 356,
Ship Shoal
Area, INSOFAR
BUT ONLY
(Delmar Op)
INSOFAR AS
said lease
covers depths
below 8,600'.
VR 0171 1130
G01130 LL&E
06/01/62
Block 171,
Vermilion
Area, INSOFAR
BUT ONLY
INSOFAR AS
said lease
covers depths

from the
surface down
to a depth of
11,022' below
the mean low
wave of the
Gulf of
Mexico. VR
0241 15194
G15194 EEX
07/01/95 All
of Block 241,
Vermillion
Area, INSOFAR
AND ONLY
INSOFAR AS
said lease
covers the
NW1/4 as to
all depths
from the
surface down
to 100 feet
below the
base of the
stratigraphic
equivalent of
that sand
encountered
at a measured
depth of
11,840 feet
as seen in
the OCS-G
5386, Well
No. 1. VR
0332 9514
G09514
Samedan
07/01/88 All
of Block 332,
Vermilion
Area, South
Addition,
INSOFAR AND
ONLY INSOFAR
AS the lease
covers a
depth from
12,000'
subsea to
100,000'
subsea.
Page 3 of 3

Marathon
07/01/91
11/19/96
EW 0964
12144
G12144
British-
Borneo
05/01/90
07/20/99
EW 0965
12145
G12145
British-
Borneo
05/01/90
01/23/98
GA 0144
17119
G17119
Mariner
01/01/97
08/23/98
GA 0321
11316
G11316
Apache
11/01/89
01/23/92
GB 0117
12631
G12631
Flextrend
10/01/90
11/04/96
GB 0200
15852
G15852
Amerada
Hess
11/01/95
01/18/99
GI 0076
2161
G02161
Forcenergy
10/01/72
01/05/78
GC 0020
15531
G15531
Reading &
Bates
09/01/95
12/23/96
GC 0825
9981
G09981
Amoco
05/01/88 -
GC 0826
9982
G09982
Amoco
05/01/88
12/08/98
MP 0047
LA. 16392
L16392 Log
Exploration
02/15/99
MP 0233
16509
G16509
Coastal
Oil
09/01/96
04/07/98
MP 0255
7825
G07825
Snyder
08/01/85
09/10/97
MP 0259
7827

G07827
Snyder
09/01/85
11/03/98
MP 0260
7828
G07828
Snyder
09/01/85
02/26/98
MC 0546
14642
G14642
British-
Borneo
05/01/94
05/25/98
MC 0718
7952
G07952
Mariner
08/01/85
06/03/95
MO TR.92
ALA 705
A00705
Mobil
07/19/88 -
MO TR.74
ALA 703
A00703
Mobil
07/19/88 -
MO TR.75
1584/0130
A01584
Mobil
2865/585
2865/591
3322/346
MO TR.93
ALA 706
A00706
Mobil
07/19/88 -
MU 862-L
TX.M-98756
T98756
10/07/97
MU 863-L
TX.M-98757
T98757
10/07/97
SS 0103
18007
G18007
Basin
07/01/97
04/03/99
SS 0321
12955
G12955 ATP
05/01/91
04/24/97
SM 0255
9564
G09564
Seagull
08/01/88
07/11/93
SM 0266
9565
G09565
Seagull
08/01/88
09/23/93
VR 0159
3128
G03128
McMoran
07/01/75
06/04/98
VR 0221
4424
G04424 TDC
11/01/80

06/04/94
VR 0296
9511
G09511
Seneca Res
06/01/88
03/11/93
VR 0370
2275
G02275
Transworld
02/01/73
10/19/98
VR 0385
12880
G12880
Transworld
07/01/91
06/04/96
VK 0692
7898
G07898
Snyder
09/01/85 -
VK 0693
7898
G07898
Snyder
09/01/85
11/19/90
VK 0698
7901
G07901
Snyder
08/01/85
06/07/97
WD 0137
14566
G14566
Sonat
05/01/94
01/31/99
WC 0368
5315
G05315
Century
Offshore
07/01/83
5/59/98
Page 1

EXHIBIT C SIXTH AMENDMENT TO CONVEYANCE OF GAS PROCESSING RIGHTS CONSIDERATION
BASES PLANT CONSIDERATION BASIS - ----- Barracuda GMR -
Transcontinental Gas Pipeline Corp., Zone 2 (pooling point) Blue Water Average
of GMR - Tennessee Gas Pipeline, Louisiana, 800 leg GMR - Columbia Gulf
Transmission Co., Louisiana Burns Point GMR - Koch Gateway Pipeline Co., South
Louisiana/East Side Calumet (ANR) GMR - ANR Pipeline Co., Louisiana Calumet
(Trunkline) GMR - Trunkline Gas Co., Louisiana Garden City/Neptune Average of
GMR - Koch Gateway Pipeline Co., South Louisiana/East Side GMR - Columbia Gulf
Transmission Co., Louisiana GMR - Texas Gas Transmission Corp., Zone SL GMR -
Henry Hub Iowa GMR - Texas Eastern Transmission Corp., West Louisiana Zone N.
Terrebonne (Transco) GMR - Transcontinental Gas Pipeline Corp., Zone 3 (pooling
point) N. Terrebonne (Koch) GMR - Koch Gateway Pipeline Co., South
Louisiana/East Side Mobile Bay* Average of GMR - Transcontinental Gas Pipe Line
Corp., Mississippi, Alabama less 9.6 cents (Yellowhammer only) GMR - Florida
Gas Transmission Co., Zone 3 Note: GMR ==> Inside F.E.R.C.'s Gas Market Report,
First of Month Index * Assumes Processor or Processor's agent pays any cost
associated with moving all of the Yellowhammer Gas to the Plant. Page 1 of 2

EXHIBIT C SIXTH AMENDMENT TO CONVEYANCE OF GAS PROCESSING RIGHTS CONSIDERATION
BASES PLANT CONSIDERATION BASIS - ----- Pascagoula Average
of GMR - Transcontinental Gas Pipe Line Corp., Mississippi, Alabama GMR - Koch
Gateway Pipeline Co., South Louisiana/East Side GMR - Florida Gas Transmission
Co., Zone 3 GMR - Southern Natural Gas, Louisiana GMR - Tennessee Gas Pipeline,
Louisiana, 500 leg Sabine Pass GMR - Tennessee Gas Pipeline, Louisiana, 800 leg
Sea Robin Average of GMR - Columbia Gulf Transmission Co., Louisiana GMR -
Southern Natural Gas Co., Louisiana Stingray GMR - Natural Gas Pipeline Co. of
America, Louisiana Toca GMR - Southern Natural Gas, Louisiana Venice Average of
GMR - Texas Eastern Transmission Corp., East Louisiana zone GMR - Columbia Gulf
Transmission Co., Louisiana GMR - Koch Gateway Pipeline Co., South
Louisiana/East Side Yscloskey GMR - Tennessee Gas Pipeline, Louisiana, 500 leg
Note: GMR ==> Inside F.E.R.C.'s Gas Market Report, First of Month Index Page 2
of 2

EXHIBIT E SIXTH AMENDMENT TO CONVEYANCE OF GAS PROCESSING RIGHTS ATTORNMENT LETTER [Name of Producer] [Name of Transferee of Lease] [Address of Producer] [Address of Transferee of Lease] Ladies and Gentlemen: Subject: Transfer of Certain Leases Notification and Consent to Assignment 1. AGREEMENT FOR TRANSFER OF LEASES. Per prior discussions, your respective offices have been apprised that [name of producer] ("[name of producer]") and [name of transferee] ("Successor Producer") have entered an agreement by which [name of producer] will transfer to Successor Producer (the "Transfer") those certain interests in and to certain properties and leases as described on Exhibit A (the "Properties"). 2. COGNIZANCE OF PRIOR CONVEYANCE OF PROCESSING RIGHTS. The parties acknowledge that all gas processing rights associated with the Properties have been conveyed to Processor by virtue of that certain Sixth Amendment to Conveyance of Gas Processing Rights (as the same may be amended from time to time after March 1, 2003, the "Conveyance of Processing Rights") dated March 1, 2003 by and between Enterprise Gas Processing, LLC ("Processor") and Shell Oil Company and certain of its named affiliates (collectively, "Producers"), a copy of which is attached hereto and made a part hereof as if set forth herein in its totality. 3. RESERVATION OF RIGHTS BY PROCESSOR. Processor hereby expressly reserves all its rights under the Conveyance of Processing Rights with respect to the Properties. Successor Producer hereby acknowledges and agrees that it is acquiring the Properties subject to the rights conveyed to Processor in the Conveyance of Processing Rights. 4. ASSUMPTION OF PRODUCER'S OBLIGATIONS. Successor Producer hereby assumes and agrees to perform all of the obligations of [name of producer] to Processor, and receives and accepts all rights of [name of producer], under the Conveyance of Processing Rights, insofar as they relate to the Properties. 5. CONSENT TO TRANSFER. Processor hereby acknowledges and consents to the Transfer and agrees to render to Successor Producer the performance of Processor's obligations to Producers under the Conveyance of Processing Rights insofar as they relate to the Properties. 6. COUNTERPARTS. This document may be executed in any number of counterparts, each of which when combined and taken together, shall be considered but one and the same document.

7. COVENANTS RUNNING WITH THE LAND. The parties intend that, to the extent permitted by law, this instrument and the Conveyance of Gas Processing Rights shall be considered to be covenants running with the Properties which shall inure to the benefit of, and be binding upon, the successors and assigns of the parties' interests insofar as they relate to the Conveyance of Gas Processing Rights or the Properties. Your prompt attention to this matter will be appreciated. Should you have any questions or require further information in this regard, please contact our office. Yours very truly, Name [title] [NAME OF TRANSFEREE] [NAME OF PRODUCER] Agreed to and approved this ____ day of Agreed to and approved this ____ day of _____, 20__.

_____, 20__. By: By: -----
----- Title: Title: -----
----- ENTERPRISE GAS PROCESSING, LLC Agreed to and approved this ____ day
of _____, 20__. By: ----- Title: -----

April 9, 2003

Joe Kimmel
Manager Marketing & Transportation
Shell Exploration & Production Company, and on behalf of all
Shell Producer Entities
200 North Dairy Ashford
Houston, TX 77079

RE: Letter Agreement Concerning Sections 6.6 and 11.1 of the Sixth Amendment to the Conveyance of Gas Processing Rights effective March 1, 2003, between Enterprise Gas Processing, LLC, and Shell Oil Company and Other Shell Producer Entities

Dear Joe:

Enterprise Gas Processing, LLC ("Processor") and the undersigned Shell Exploration & Production Company, Shell Oil Company, Shell Offshore Inc. (including Shell Deepwater Development Inc. and Shell Deepwater Production Inc., which were merged into Shell Offshore Inc.), Shell Consolidated Energy Resources Inc., Shell Land & Energy Company, Shell Frontier Oil & Gas Inc. and Shell Gulf of Mexico Inc. (the foregoing Shell entities collectively herein "Producers") are parties to that certain Sixth Amendment to the Conveyance of Gas Processing Rights, effective as of March 1, 2003 (the "Conveyance Agreement").

This letter agreement ("Letter Agreement") sets forth the agreement between Processor and Producers regarding Section 6.6 (Consideration Adjustment Outside of Normal Operations) and its subparts ("Section 6.6") of the Conveyance Agreement and regarding Section 11.1 (Mutual Agreement Not to Curtail or Withhold) of the Conveyance Agreement. Capitalized terms used in this Letter Agreement that are not defined herein shall have the same meaning ascribed to such terms in the Conveyance Agreement.

In consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned parties agree as follows.

1. For the five calendar year period beginning March 1, 2008 and ending February 28, 2013, and for each five calendar year period thereafter during the term of the Conveyance Agreement (i.e., March 1, 2013 through February 28, 2018, etc.) (hereinafter a "Five Year Period"), Processor and Producers (all Producers collectively and not individually or less than all Producers; Processor and all Producers collectively each being referred to herein as a "Party") shall have the right to renegotiate with the other Party the provisions of Section 6.6 by delivering to the other Party written notice thereof ("Renegotiation Notice"). The Renegotiation Notice shall be delivered no more than 120 days nor less than 90

days prior to (i) March 1, 2008, for the initial Five Year Period and/or (ii) the date on which any subsequent Five Year Period commences (March 1 of the first calendar year). Any Renegotiation Notice shall be provided in accordance with Section 18.6 of the Conveyance Agreement.

2. If, following delivery of a timely Renegotiation Notice, a definitive agreement for a renegotiated Section 6.6 is reached and fully executed by Processor and all Producers prior to the date of commencement (March 1 of the first calendar year) of the applicable Five Year Period, the new provisions thereof shall be effective at and as of the commencement of the applicable Five Year Period.
3. If, following delivery of a timely Renegotiation Notice, a definitive agreement for a renegotiated Section 6.6 is not reached and fully executed by Processor and all Producers prior to the date of commencement (March 1 of the first calendar year) of the applicable Five Year Period, the whole of Section 6.6 and this Letter Agreement (including paragraph 4 herein pertaining to Section 11.1 of the Conveyance Agreement) shall terminate effective at and as of the commencement of the applicable Five Year Period.
4. The Parties agree that, as used in Section 11.1 of the Conveyance Agreement, "good faith reason" shall not include economic hardships.
5. If neither Party timely delivers a Renegotiation Notice with respect to a Five Year Period, Section 6.6 shall continue in full force and effect for such Five Year Period.
6. The provisions of this Letter Agreement are personal to each Party and shall not be assigned by a Party except to an Affiliate of a Party. In any event, this Letter Agreement is not applicable to and shall be of no force or effect as to any assignees of a Dedicated Lease that is subject to the Conveyance Agreement.
7. Nothing in this Letter Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Letter Agreement on any person other than the undersigned parties.
8. Each Party agrees that this Letter Agreement and its provisions are confidential and shall not be disclosed by a Party, without the written consent of the other Party, to a third party (excluding Affiliates of a Party and the Party's and its Affiliates' employees, agents, contractors, attorneys, accountants, lenders, consultants or other advisors who have agreed to keep such terms confidential) except to the extent necessary to comply with any applicable law, order, regulation or exchange rule (including, without limitation, the rules of the Securities and Exchange Commission and the New York Stock Exchange).
9. The Dispute Resolution provisions of the Conveyance Agreement, Sections 16.1 through 16.4, inclusive, are incorporated by this reference as though fully set forth herein and shall apply to this Letter Agreement.

10. This Letter Agreement shall be governed by and enforced in accordance with the laws of the State of Louisiana without giving effect to its principles regarding conflicts of laws.

In witness whereof, the undersigned parties have caused this Letter Agreement, effective March 1, 2003, to be executed by their duly authorized representative on the dates indicated below.

PROCESSOR
ENTERPRISE GAS PROCESSING, LLC

PRODUCER
SHELL OIL COMPANY

By: /s/ W. Ordemann

Name: W. Ordemann
Title: Sr. Vice President
Date: April 9, 2003

By: /s/ B. K. Garrison

Name: B. K. Garrison
Title: Attorney-in-Fact
Date: April 9, 2003

SHELL OFFSHORE INC.

By: /s/ J. W. Kimmel

Name: J. W. Kimmel
Title: Attorney-in-Fact
Date: April 9, 2003

SHELL CONSOLIDATED ENERGY RESOURCES INC.

By: /s/ B. K. Garrison

Name: B. K. Garrison
Title: Attorney-in-Fact
Date: April 9, 2003

SHELL LAND & ENERGY COMPANY

By: /s/ B. K. Garrison

Name: B. K. Garrison
Title: Attorney-in-Fact
Date: April 9, 2003

SHELL FRONTIER OIL & GAS INC.

By: /s/ J. W. Kimmel

Name: J. W. Kimmel
Title: Attorney-in-Fact
Date: April 9, 2003

SHELL EXPLORATION & PRODUCTION COMPANY

By: /s/ R. M. Restucci

Name: R. M. Restucci
Title: President & CEO
Date: April 9, 2003

SHELL GULF OF MEXICO INC

By: /s/ J. W. Kimmel

Name: J. W. Kimmel
Title: Attorney-in-Fact
Date: April 9, 2003

CONSENT OF INDEPENDENT AUDITORS

We consent to the incorporation by reference in the Registration Statement (Form S-3 No. 333-102778) and related Prospectus of Enterprise Products Partners L.P. and Enterprise Products Operating L.P., the Registration Statement (Form S-4 No. 333-102776) and related Prospectus of Enterprise Products Partners L.P. and Enterprise Products Operating L.P., and in the Registration Statement (Form S-8 No. 333-36856) pertaining to Enterprise Products Company 1998 Long-Term Incentive Plan and in the Registration Statement (Form S-8 No. 333-82486) pertaining to the Enterprise Products Company Employee Unit Purchase Plan of our report dated September 6, 2002, with respect to the combined financial statements of Mid-America Pipeline System (A Division of The Williams Companies, Inc.) and of our report dated March 6, 2002 (except for the matter described in Note 14, as to which the date is September 6, 2002) with respect to the financial statements of Seminole Pipeline Company included in this Current Report on Form 8-K.

/s/ ERNST & YOUNG LLP

Tulsa, Oklahoma
May 6, 2003