

NOTE: THIS MEASUREMENT PROCEDURE IS STANDARD LANGUAGE ATTACHED TO ALL ETHANOL AND GASOLINE/ETHANOL BLEND AGREEMENTS. AS SUCH, SOME PROVISIONS MAY NOT APPLY. ANY EXCEPTION TO THIS LANGUAGE MUST BE IN THE BASE AGREEMENT.

EXHIBIT

ENTERPRISE ETHANOL AND GASOLINE/ETHANOL BLENDS MEASUREMENT PROCEDURES

- 1) Acronyms and Definitions
 - a) **“Agreement”** means the agreement to which this Exhibit is attached.
 - b) **“Agreement Effective Date”** means the effective date of the Agreement.
 - c) **“API”** means American Petroleum Institute.
 - d) **“ASTM”** means ASTM International.
 - e) **“Barrel”** means 42 U.S. Gallons.
 - f) **“Baseline Meter Factor”** means the Meter Factor established after meter installation or maintenance that is the reference to which subsequent Meter Factors are compared.
 - g) **“Customer”** means the customer (as defined in the Agreement), its affiliates, its designees, or its inspector.
 - h) **“Day”** means a period commencing at a local time on one calendar day agreed on by all Parties involved and ending at the same time on the next calendar day.
 - i) **“Enterprise”** means the Enterprise Products Partners L.P. affiliate contracting in the Agreement.
 - j) **“EVP”** means equilibrium vapor pressure.
 - k) **“Force Majeure”** is defined in the Agreement.
 - l) **“Flowing Day”** means a day during which Product actually flows.
 - m) **“Gallon”** means a U.S. gallon of 231 cubic inches of liquid at 60°F and a pressure the greater of 1 atmosphere or the EVP of the liquid.
 - n) **“g/cc”** means grams per cubic centimeter.
 - o) **“GPA”** means GPA Midstream.
 - p) **“Historical Meter Factor”** means a Meter Factor that was determined prior to the proving frequency prescribed below at similar operating conditions with a similar product.
 - q) **“inspector”** means the contractor hired by and for a Party.
 - r) **“Independent Inspector”** means a mutually agreed to independent 3rd party inspector.
 - s) **“Liquid Measurement Policy”** means the Enterprise measurement guidance document (a copy of which is available upon request) specifying how liquid custody measurement systems are to be designed, installed, operated, and maintained.
 - t) **“Meter Factor”** means a dimensionless number obtained by dividing the volume of liquid passed through the meter (as measured by a prover during proving) by the corresponding meter indicated volume at standard conditions. The Meter Factor must meet the uncertainty standards below.
 - u) **“Meter Verification”** applies to Coriolis meters and means the use of proprietary software to:
 - i) Provide an in-process flow meter health verification by analyzing the meter components related to measurement performance; and
 - ii) Evaluate other physical Coriolis meter characteristics.

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- v) **“MMB”** means Enterprise Measurement and Material Balance.
 - w) **“MPMS”** means the API Manual of Petroleum Measurement Standards.
 - x) **“Party”** or **“Parties”** refers to Enterprise and/or the Customer, as the case may be.
 - y) **“Product”** means ethanol and gasoline/ethanol blends.
 - z) **“psia”** means pounds per square inch absolute.
 - aa) **“psig”** means pounds per square inch gauge.
 - bb) **“Referee Sample”** has the meaning set forth below.
 - cc) **“Requesting Party”** means the Party requesting the applicable data.
 - dd) **“Sending Party”** means the Party providing the applicable data.
 - ee) **“Ticket”** means a custody transfer batch ticket, where batch may mean either quantity or time.
 - ff) **“Vessel Experience Factor”** or **“VEF”** means a compilation of the history of the total calculated volume vessel measurement, adjusted for onboard quantity or remaining onboard, to the total calculated volume shore measurements.
- 2) Design and Installation
- a) General
 - i) Enterprise’s intent is to design, operate, and maintain its custody transfer measurement facilities in a manner to meet or exceed the criteria set out in the MPMS, GPA Midstream standards, ASTM standards, relevant governmental regulations, the Liquid Measurement Policy, MMB standards, Enterprise Engineering standards, and other relevant Enterprise policies and standards, all as of the date of the Agreement.
 - ii) Product shall be measured by this Measurement Procedure.
 - iii) Any Product requiring mass measurement shall be measured in accordance with Enterprise’s Natural Gas Liquids Measurement Procedures.
 - iv) The measuring facility shall be operated at a pressure greater than the EVP (as determined by MMB) to ensure the stream is in a liquid state and contains no vapor.
 - v) Unless otherwise approved by MMB, a backpressure regulator/control valve shall be installed at the outlet of the meter run to keep the metering pressure above the EVP.
 - vi) All Enterprise equipment employed in metering and sampling, and all equipment upstream and downstream of the measurement station that might affect quantity and/or quality determination, shall be approved as to the manufacturer, model, type, materials of construction, method of installation, and maintenance by MMB. Due consideration shall be given to the operating pressure, temperature, and other characteristics of the Product being measured.
 - vii) References to specific chapters and sections within API, ASTM, GPA, or similar publications are as of the Effective Date of the Agreement to which this Exhibit is attached.
 - viii) Enterprise reserves the right to implement any changes to these publications based on Enterprise’s cost-benefit analysis of the change, the ready availability of

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- equipment necessary to make the change, or such other assessment as Enterprise, in its sole discretion, may deem appropriate.
- b) Flow Meters
 - i) Flow meters shall be installed in accordance with the MPMS, the Liquid Measurement Policy, MMB Standards, and Enterprise Engineering standards.
 - c) Density Meters (if required)
 - i) Where required, density meters shall be installed and calibrated in accordance with Enterprise's Natural Gas Liquids Measurement Procedures.
 - d) Pressure Transmitters
 - i) Pressure transmitters must exhibit a discrimination of 1.0 psig or better.
 - ii) Pressure transmitters shall be verified at the end device at the time of meter proving when proving locally, and once a month when proving remotely, using a reference gauge. The variation between the end device reading and the reference gauge must not exceed 3.0 psig.
 - e) Temperature Transmitters
 - i) Temperature transmitters must exhibit a discrimination of 0.1°F or better.
 - ii) Temperature transmitters shall be verified at the end device at the time of meter proving when proving locally, and once a month when proving remotely, using a certified thermometer or a precision electronic temperature device. The variation between the end device reading and the certified thermometer or precision electronic temperature device must not exceed 0.2°F.
 - f) Flow Computers
 - i) Unless otherwise approved by MMB, all Product metering systems shall have an MMB approved flow computer.
 - ii) Security shall be implemented on the flow computer to prevent access from unauthorized personnel.
 - iii) Flow computers shall be capable of accepting a variety of signals, including, but not limited to, pulses from the flow meter, signals from the density transmitter (if installed), and signals from the pressure and temperature transmitters. The flow computer shall convert, as required, and totalize these signals into flow weighted pressure, flow weighted temperature, flowing and corrected flowing density (if applicable), volume, and specific gravity at 60°F.
 - iv) The following shall be utilized by the flow computer to reduce gross Barrels to net Barrels:
 - (1) MPMS 11.1, 11.3.3 and 11.3.4 shall be used.
 - v) Flow computer output resolution shall be to the nearest barrel.
 - g) Composite Sampling Systems (if required)
 - i) Composite sampling is required for Products transacted on a component Barrel basis.
 - ii) If required by contract, composite sampling and/or analyzers may be required for quality verification of a Product.

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- iii) The composite sampler shall be operated to collect a flow-proportional sample, based on indicated volume, only when there is flow through the meter.
- iv) The samples shall be accumulated in and collected from a MMB approved container.
- h) Meter Security and Sealing
 - i) Where required by contract or governmental regulation, or site-specific situations, measurement systems shall be designed to facilitate sealing all components that can directly affect quantity and quality determination.
 - ii) Site specific sealing requirements shall be determined by Enterprise operations personnel upon start up and may require additional seal points.
 - iii) Enterprise operations personnel shall determine who is authorized to remove Enterprise locks and seals.
 - iv) Enterprise considers the unauthorized removal of or tampering with measurement and security devices as sufficient justification to suspend transfer operations until the purpose and effect of such actions are determined and resolved.
- 3) Use of Inspector
 - a) Without limiting either Party's rights to witness the other Party's measurement activities (as described below), the non-measuring Party may, at its own cost, hire and appoint an inspector to witness meter provings and sampling.
- 4) Determination of Volume
 - a) Volume shall be determined by one of the following and in the order stated:
 - i) Proven meters
 - ii) Static tank gauging
 - (1) Tanks must be strapped and tables compiled in accordance with MPMS Chapter 2 and API Standard 653, indicating 100% full capacity.
 - (2) The tank strapping table shall be the latest strapping table and shall indicate both innage and outage.
 - (3) The tank must have a liquid Product surface within the calibrated range and not within the critical zone.
 - (4) The tank must have sufficient volume prior to receipt or delivery so as to minimize measurement inaccuracy due to tank bottom movement and/or deformation.
 - iii) Customer's proven meters
 - (1) The meters shall be designed, operated, maintained, and proved according to the stricter of generally recognized industry practice, the MPMS, and this Exhibit.
 - iv) Customer's static tank gauging
 - (1) Tanks must be strapped and tables compiled in accordance with MPMS Chapter 2 and API Standard 653, indicating 100% full capacity.
 - (2) The tank strapping table shall be the latest strapping table and shall indicate both innage and outage.
 - (3) The tank must have a liquid Product surface within the calibrated range and not within the critical zone.

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- (4) The tank must have sufficient volume prior to receipt or delivery so as to minimize measurement inaccuracy due to tank bottom movement and/or deformation.
- (5) Enterprise may appoint an inspector to verify Customer's measurement of the Product quality, provided, however, the Customer shall be responsible for the cost of the inspector.
- v) Customer's vessel's cargo reading
 - (1) If none of the above are available or if Enterprise determines the above are not accurate or representative of the volume of cargo transferred, and if expressly agreed to by commercial representatives of both Parties and the appropriate MMB manager, the cargo quantity may be based on the volumes as determined from measurement of the vessel before and after transfer, adjusted for the vessel's VEF as per MPMS 17.9, provided, however, the Inspector must determine the VEF to be valid and applicable.
 - (2) Enterprise reserves the right to witness Customer's vessel's cargo pre-load/unload gauging, all loading, unloading and post-loading/unloading gauging.
- 5) Meter Factors and Determination of Meter Factor
 - a) Objective:
 - i) Pipeline meters: The object of meter proving is to obtain a Meter Factor with a demonstrated uncertainty not exceeding +/- 0.027%. The number of proving runs will be determined by using MPMS Chapter 4.8 Table A.1 – Repeatability Criteria for 0.027% Uncertainty (Preferred Uncertainty) for +/- 0.00027 Random Uncertainty in Average Meter Factor.
 - ii) Truck meters: With MMB approval, truck meters may use MPMS Chapter 4.8 Table A.2 – Repeatability Criteria for 0.073% Uncertainty (Limited Volume Proving) for +/- 0.00073 Random Uncertainty in Average Meter Factor.
 - b) General:
 - i) Product must be flowing for a meter to be proved.
 - ii) Meter provings, calibration of instruments, and maintenance of measurement equipment will normally be performed by Enterprise personnel or delegated to 3rd party contractors under the direction of an Enterprise representative.
 - iii) The new Meter Factor shall be used after each successful proving if it meets the proving criteria in this Exhibit.
 - iv) Meter provings shall be by the applicable MPMS standard for the type of meter.
 - v) Enterprise and the Customer are each responsible for proving their respective measurement facilities.
 - c) Proving Intervals
 - i) Baseline Meter Factor: Each meter shall be proven twice when initially placed into service and immediately after maintenance. The second prove's Meter Factor is the Baseline Meter Factor.

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- ii) Subsequent provings shall be made at least every 31 Flowing Days. If operational issues, weather, or unavailability of a prover or prover contractor prevent the proving within the 31 Flowing Days, the proving interval may be extended to 45 Flowing Days.
 - (1) If the consistency of the Meter Factor allows, and both Parties agree, the proving interval between provings may be extended to up to 6 months.
- iii) Where practical, a meter shall be proved on each Product (including comparison to a Product specific Baseline Meter Factor).
- iv) Where practical, a meter shall be proved prior to any maintenance being performed.
- v) Use of Historical Meter Factor:
 - (1) If during a movement, a meter was planned to be proved, but cannot be proved successfully within the prescribed frequency (e.g., maintenance, the flow rate changes significantly, or the Product changes), a Historical Meter Factor may be used.
 - (2) In the event a meter is not proved within the prescribed frequency, then prior to any subsequent movement, Enterprise will notify the customer and both Parties must agree to the use of a Historical Meter Factor prior to the movement.
- vi) Should a Party request an unscheduled prove:
 - (1) The other Party shall make reasonable efforts to perform the prove; and
 - (2) The requesting Party shall pay for all costs of the unscheduled prove unless the prove determines the instrumentation is outside of the tolerances in this Exhibit.
- d) Change in Meter Factor
 - i) If the new Meter Factor deviates from the prior Meter Factor by more than +/- 0.0025, the Enterprise field representative shall determine the corrective action to take (if any required).
 - ii) If the new Meter Factor deviates from the Baseline Meter Factor by +/- 0.0050 or more, the Enterprise field representative shall determine the corrective action to take (if any required), and the meter shall be re-proved. If a meter is repaired, a new Baseline Meter Factor shall be established.
 - iii) If the meter is a mechanical flow meter requiring a wear-in period, after a 24-hour wear-in period, the meter shall be re-proved. If the new Meter Factor deviates more than +/- 0.0025 from the new Baseline Meter Factor, then ½ of the volume measured shall be corrected using the latest Meter Factor.
 - iv) If the meter is a Coriolis meter:
 - (1) If the zero changes or the meter is repaired or replaced, then the meter shall be zero verified and re-proved to establish a new Baseline Meter Factor.
- e) Corrections:
 - i) If the Meter Factor deviates from the previous Meter Factor under like operating conditions by more than +/- 0.0025, the ticketed volume must be adjusted:
 - (1) If the time of malfunction can be determined by historical data, then the volume measured since that point in time shall be corrected using the new Meter Factor.

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- (2) If the time of malfunction cannot be determined, correct $\frac{1}{2}$ of the volume measured since the previous successful prove using the new Meter Factor. All required corrections to measured volumes and shall describe the findings, method of repair, and calculations used in making the correction on the meter proving report shall be recorded. A correction ticket for the amount of the correction shall be issued.
- ii) If a correction is required, then a correction ticket shall be issued for the quantity corrected, and shall include the following:
 - (1) Describe the findings;
 - (2) Method of repair; and
 - (3) Calculations used in making the correction on the meter proving report shall be recorded.
- f) If a Customer's representative is not present during the proving, then Enterprise shall, if requested by the Customer, within 2 business Days:
 - i) provide Customer with a meter proving report stating the results of the prove, any method of repair, and calculations used in making the correction; and
 - ii) provide Customer with a correction ticket for the amount corrected.
- 6) Custody Measurement Station Failure
 - a) If a failure occurs on a custody measurement station or the station is out of service while Product is being delivered, then the volume shall be determined or estimated by one of the following methods and in the order stated:
 - i) By using the data recorded by any check measurement equipment that was accurately registering;
 - ii) By correcting the error if the percentage error can be ascertained by calibrations, tests, or mathematical calculations;
 - iii) By using historical pipeline gain/loss; or
 - iv) By using such other method as the Parties may agree.
- 7) Sampling Procedures
 - a) When sampling for Product quality, Enterprise shall normally take 2 samples. One sample shall be used by Enterprise for analysis; the second sample (the "Referee Sample") shall be held for a period agreed to by the Parties or consistent with the Enterprise Liquid Measurement Policy.
- 8) Ticketing
 - a) General:
 - i) The measuring Party shall be responsible for preparation of the ticket. A copy of the ticket shall be given to the other Party when generated or the commencement of the next business Day.
 - ii) The measuring Party shall provide the other Party with a ticket at the end of batch.
 - iii) The batch may be closed on either quantity or time, depending on the Agreement. For a batch closed on time, the batch shall be closed at the start of Day on the first

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Day of the next period of time (e.g., month) as determined by Enterprise or as agreed to by the Parties.

- b) The ticket shall include:
 - i) Product identification;
 - ii) Net volume; and
 - iii) All factors associated with the ticket production;
- c) Ticket support documentation shall be produced and retained by the measuring Party in accordance with industry standards and the audit provisions of this Exhibit. The measuring Party shall not refuse any reasonable request from the non-measuring Party to receive copies of the supporting documentation. The copies of the supporting documentation shall be provided within 10 business Days following any such request.

9) Witnessing

- a) Provings
 - i) Each Party agrees to allow the other Party to witness all provings, testing, and calibration of measurement equipment under this Agreement.
 - ii) For scheduled measurement facility provings, if requested by the non-proving party, the proving Party agrees to provide the other Party 72 hours' notice.
 - iii) A Customer's witness signature does not constitute the approval of the use of out-of-tolerance equipment, but does attest to the validity of the proving report.
- b) Sampling
 - i) Each Party has the right to witness the other Party's sampling and testing of the samples. If requested by the other Party, the Party performing such tests and/or determinations shall provide the other Party at least 72 hours' advance notice of any such test and/or determination.

10) Data Exchange

- a) Data Access
 - i) The Requesting Party may have access to the Sending Party's electronic measurement equipment for the purpose of acquiring the data listed below.
 - ii) The Requesting Party will only have access to such electronic measurement data in a format reasonably established by the Sending Party, and such access shall not interfere with the operation of the Sending Party's facilities.
 - iii) The Requesting Party recognizes the data acquired from any electronic equipment is "raw" data, subject to further refinement, correction, and/or interpretation.
 - iv) The Sending Party has no obligation to provide data to the Requesting Party during times of maintenance, repair, or other activities by the Sending Party that interrupt operations, or due to events of Force Majeure.
 - v) The Sending Party has no obligation to advise the Requesting Party of any such interruptions, or otherwise to verify the integrity of such data at any time.
 - vi) The Sending Party shall make necessary connections to its electronic measurement equipment to provide the Requesting Party with the following categories of data:
 - (1) Pressure;

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- (2) Temperature;
 - (3) Instantaneous flow;
 - (4) Total flow today;
 - (5) Valve status and permissives; and
 - (6) Such other data as the Parties may agree to in writing.
- vii) Data transfer will occur via a serial data link between the Parties. The Requesting Party shall be responsible for the data and communications beyond this connection.

11) Audit Rights

- a) Each Party and its duly authorized representatives shall have access (as provided below) to the measurement records and other documents maintained by the other Party which relate to the measurement, composition, or handling of the Products being delivered under the Agreement.
- b) Each Party shall have the right to audit such records once a year at any reasonable time or times within 24 months of the rendition of any statement or invoice forming the basis of such claim.
- c) Neither Party shall make claim on the other for any adjustment after the 24-month period.
- d) The Party requesting the audit must give the other Party at least 30 Days' written notice.
- e) No audit may cover a period that has previously been audited.

12) Presumed Correct

- a) Except in the case of manifest error, fraud, or as provided in "Dispute," the Enterprise's results shall be presumed correct and binding on both Parties.

13) Disputes

- a) Quantity Measurement:
 - i) If both the Enterprise measurement facility and the Customer measurement facility are installed, operated, and maintained according to their respective measurement standard, and the difference in measurement of quantity is less than or equal to an absolute value of 0.50%, Enterprise's measurement shall be deemed correct.
 - ii) If the difference is more than an absolute value of 0.50%, the Parties shall resolve the disputes as provided in (c) below.
- b) Analytical Measurement
 - i) Analytical disputes must be based upon laboratory analysis, using the Product specification test method. Should the Customer dispute the analysis based upon sample results and the Enterprise quality specifications, the Referee Sample shall be sent to a mutually agreeable 3rd Party laboratory for analysis. Absent manifest error or fraud, this analysis shall be accepted by Customer and Enterprise as final and conclusive for proportions and components contained in the stream at the time such sample was taken. Charges for such Referee Sample analysis shall be borne by the Customer and Enterprise equally.
- c) Other Measurement Disputes and Dispute Resolution

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- i) If there is any other dispute, controversy, or claim arising out of or relating to this Exhibit (a "Measurement Dispute"), the Parties shall attempt to settle such Measurement Dispute by negotiation between executives who have authority to settle the Measurement Dispute.
- ii) A Party shall deliver to the other Party a written notice (a "Notice of Measurement Dispute") to commence this process of mutual discussions.
- iii) Within 15 Days of the delivery of Notice of Measurement Dispute, the receiving Party shall submit to the other Party a written response.
- iv) The Notice of Measurement Dispute and the response must include:
 - (1) A statement of the respective Party's position
 - (2) A summary of the facts
 - (3) Arguments supporting its position
 - (4) Name and title of the executive who will represent that Party
 - (5) Name and title of any other individual who will accompany the executive.
- v) Within 30 Days following delivery of a Notice of Measurement Dispute, the executives of both Parties shall meet at a mutually acceptable time and place in Houston, TX and thereafter as often as they reasonably deem necessary, to attempt to resolve the Measurement Dispute.
- vi) All information disclosed and positions taken during the negotiations and any mediation will be treated as confidential, and as compromise and settlement information for the purposes of any applicable rules of evidence.

14) Conflicts

- a) To the extent there is any conflict or inconsistency between the Agreement and this Exhibit, then the provisions of the Agreement will control.

15) Right to Change

- a) Enterprise reserves, in its sole discretion, the right from time to time, as it deems necessary, to make:
 - i) Non-substantive changes to this Exhibit; and
 - ii) Changes to this Exhibit driven by industry practice, governmental regulations, or the reasonable operational requirements of Enterprise.
- b) Where multiple analytical test methods are allowed, Enterprise reserves, in its sole discretion, the right from time to time, as it deems necessary, to change the approved analytical test method.
- c) Any change to this Exhibit or the approved analytical test method must be made on a non-discriminatory basis to similarly situated Customers.

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Rev. #	Date	Explanation
Rev. 0	September 2023	Initial Measurement Procedure.
Rev 1	Sept 2023	Adjusted referee retention policy
Rev 2	February 2024	Deleted "A Customer's witness signature does not constitute the approval of the use of out-of-tolerance equipment, but does attest to the validity of the proving report."

