EXHIBIT

ENTERPRISE PRODUCTS LIGHT HYDROCARBON TANK CAR MEASUREMENT PROCEDURES

ARTICLE I DESIGN & INSTALLATION

- A. Enterprise's intent is to operate and maintain its custody transfer measurement facilities in a manner to meet or exceed the criteria set out in the API MPMS and the Enterprise Measurement Policy and Procedures, and to comply with the Enterprise Measurement Engineering Standards.
- B. All equipment employed in metering and sampling shall be approved by Enterprise as to the type, materials of construction, method of installation, and maintenance. Due consideration shall be given to the operating pressure, temperature, and characteristics of the product being measured.
- C. References to specific chapters and sections within API, ASTM, GPA or similar publications are as of the date of this Agreement. From time to time, these chapters and sections are subject to change by their respective publishers, and such changes shall supersede the specific references contained herein.

ARTICLE II CUSTODY TRANSFER TICKETS

A custody transfer ticket shall be generated for each tank car loaded or unloaded. The ticket will include information adequate for the recalculation of the quantity loaded or unloaded.

ARTICLE III VOLUME MEASUREMENT

- A. Volumetric measurement may be accomplished utilizing:
 - 1. Scales (where practical);
 - 2. Proven meter; or
 - 3. Liquid volume measurement using API MPMS Chapter 12 Section 1 Part 2, with appropriate corrections for density, pressure and temperature. The vapor space volume shall be calculated using GPA 8195-95.
- B. Unless otherwise stated in the Agreement, Product quantities shall be adjusted to a temperature of 60°F and the greater of equilibrium vapor pressure or atmospheric pressure in accordance with the latest revision of API MPMS 11.2.4/GPA TP-27.

ARTICLE IV QUALITY TESTING

Where multiple test methods are allowed, Enterprise, in its sole discretion, shall determine the preferred method. Enterprise reserves the right to, from time to time, as it deems appropriate, change the preferred testing method, provided, however, any change(s) is made on a non-discriminatory basis to similarly situated Customers, and, provided further, such change(s) becomes effective thirty (30) days after written notice of the change(s) is sent to the Customer.

ARTICLE IV DENSITY DETERMINATION

The density of product loaded or unloaded from a tank car shall be determined, in order of preference, by the following means:

- 1. Terms specified in the Agreement;
- 2. Calculation from the analysis of the tank car; or
- 3. Calculation from a typical analysis.

ARTICLE V WITNESSING

The Customer shall be allowed to witness testing, calibration of equipment, meter reading and gauging.

ARTICLE VI DISPUTE RESOLUTION

- A. Quantity Determination: If the absolute difference between the Enterprise and the Customer quantity determinations is less than or equal to one-half of one percent by volume (1%), Enterprise's determination of quantity shall be deemed correct. If the difference is more than one-hundred (100) pounds, Enterprise and the Customer shall resolve the dispute by working together, using the best available information.
- B. Analytical: Analytical disputes must be based upon analyzer calibration performance and results, using the appropriate Enterprise test method. If the Enterprise results are within the GPA 2186/2177 reproducibility limits, the Enterprise test results shall be binding upon the Parties, and the Customer shall bear all charges for the test. If not, Enterprise and the Customer shall work together, using the best available information, to resolve the dispute, including, but not limited to, taking the referee sample to a mutually agreed upon laboratory which shall analyze the sample in accordance with the appropriate Enterprise test method. This analysis shall be accepted by the Customer and Enterprise as final and conclusive for proportions and components contained in the stream. Charges for such referee sample shall be borne by the Customer and Enterprise equally.

C. All other disputes: Enterprise and Customer shall work together, using the best available information, to resolve the dispute.

ARTICLE VII AUDIT RIGHTS

Unless otherwise specified in the Agreement, each Party and its duly authorized representatives shall have access to the accounting records and other documents maintained by the other Party which relate to the measurement, composition or handling of the product being delivered under this Agreement. Each Party shall have the right to audit such records once a year at any reasonable time or times within twenty-four (24) months of the rendition of any statement or invoice forming the basis of such claim. Neither Party shall make claim on the other for any adjustment after said twenty-four month period. The Party requesting the audit must give the other Party at least thirty (30) days' written notice.

ARTICLE VIII RIGHT TO CHANGE

With regards to changes to this Exhibit, Enterprise reserves the right to from time to time make: (1) non-substantive changes to this Exhibit; and (2) changes to this Exhibit driven by industry practice, governmental regulations or the reasonable operational requirements of Enterprise; provided, such changes are made on a non-discriminatory basis to similarly situated Customers, and, provided further, such changes shall become effective thirty (30) days after written notice of the changes is sent to the Customer.

ARTICLE IX Other

- A. Definitions "Agreement" shall mean the agreement to which this Exhibit is attached.
 - 1. "API" shall mean the American Petroleum Institute.
 - 2. "ASTM" shall mean ASTM International.
 - 3. "Customer" shall mean Enterprise's counterparty in the Agreement to which this Exhibit is attached.
 - 4. "GPA" shall mean the GPA Midstream.
 - 5. "MPMS" shall mean the Manual of Petroleum Measurement Standards as published by the API.
 - 6. "Party" and "Parties" shall refer to the entities in the agreement to which this Exhibit is attached.

B. Technical Publications

- 1. Manual of Petroleum Measurement Standards, American Petroleum Institute, Washington, D.C.:
 - a) Chapter 1: "Definitions."
 - b) Chapter 3 Section 2: "Tank Gauging Standard Practice for Gauging Petroleum and Petroleum Products in Tank Cars."
 - c) Chapter 11 Section 2 Part 4: "Temperature Correction for the Volume of NGL and LPG Tables 23E, 24E, 53E, 54E, 59E and 60E."
 - d) Chapter 12 Section 1 Part 2: "Calculation of Petroleum Quantities, Calculation of Static Petroleum Quantities, Calculation Procedures for Tank Cars."

2. GPA Midstream

- a) Standard 8195-95: "Tentative Standard for Converting Net Vapor Space Volumes to Equivalent Liquid Volumes."
- b) Technical Publication 27 (TP-27): "Temperature Correction for the Volume of NGL and LPG Tables 23E, 24E, 53E, 54E, 59E and 60E."

References to any API, ASTM, GPA or similar publications shall be deemed to encompass the latest edition, revision or amendment thereof.