

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

EXHIBIT

**ENTERPRISE NGL AND PURITY PRODUCTS 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) **“Daily”** means an action that occurs on a Day-to-Day basis.
  - i) **“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.
  - j) **“DCF”** means density correction factor.
  - k) **“Enterprise”** means the Enterprise Products Partners L.P. affiliate contracting in the Agreement.
  - l) **“EVP”** means equilibrium vapor pressure.
  - m) **“Force Majeure”** is defined in the Agreement.
  - n) **“Flowing Day”** means a day during which Product actually flows.
  - o) **“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.
  - p) **“g/cc”** means grams per cubic centimeter.
  - q) **“GPA”** means GPA Midstream.
  - r) **“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.
  - s) **“Inferred Mass Combined Meter Factor Shift”** means the absolute value of the sum of the Meter Factor shift and the DCF shift when used in inferred mass systems.
  - t) **“inspector”** means the contractor hired by and for a Party.
  - u) **“Independent Inspector”** means a mutually agreed to independent 3<sup>rd</sup> party inspector.
  - v) **“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.
  - w) **“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.

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- x) **“Meter Verification”** applies to Coriolis meters and means the use of proprietary software to:
    - i) Provides in-process flow meter health verification by analyzing the meter components related to measurement performance; and
    - ii) Evaluate other physical Coriolis meter characteristics.
  - y) **“MMB”** means Enterprise Measurement and Material Balance.
  - z) **“Month”** means a calendar month.
  - aa) **“MPMS”** means the API Manual of Petroleum Measurement Standards.
  - bb) **“NGL”** means a natural gas liquid; however, for purposes of this document, NGL does not include refrigerated ethane.
  - cc) **“Party”** or **“Parties”** refers to Enterprise and/or the Customer, as the case may be.
  - dd) **“Purity Products”** include propane, polymer grade propylene, chemical grade propylene, normal butane, isobutane, and high purity isobutylene.
  - ee) **“psia”** means pounds per square inch absolute.
  - ff) **“psig”** means pounds per square inch gauge.
  - gg) **“Pyc”** and **“Pycing”** means the use of a pycnometer.
  - hh) **“Pycnometer”** means a double-walled, high-pressure vessel used to prove a density meter.
    - ii) **“Requesting Party”** means the Party requesting the applicable data.
    - jj) **“Sending Party”** means the Party providing the applicable data.
- 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) Natural gas liquids, including non-refrigerated ethane, demethanized mix (γ-grade), Purity Products, ethane-propane mix, isomers of butene, and natural gasoline shall be measured by this Measurement Procedure using a flow meter described in MPMS Chapter 5 or otherwise approved by MMB.
    - iii) 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.
    - iv) 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.
    - v) All equipment employed in metering and sampling, and all equipment that might affect quantity and/or quality determination, shall be approved by MMB. Due consideration shall be given to the operating pressure, temperature, and other characteristics of the Product being measured.

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- vi) 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.
- vii) 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 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 (when installed)
  - i) Where required, density meters shall be installed and calibrated in accordance with MPMS Chapter 9.4 using a Pycnometer.
  - ii) The accuracy of the density meter shall be within +/- 0.001 gm/cc over its entire range and repeatable to +/- 0.0005 gm/cc.
  - iii) The average of three (3) consecutive Pycnometer provings will establish product flowing density, provided the repeatability and reproducibility comply with MPMS Chapter 9.4. The 3 consecutive provings must:
    - (1) agree within +/- 0.0005 g/cc; and
    - (2) be within +/- 0.0015 of the previously accepted calibration factor.
  - iv) Density meters shall be calibrated at the same frequency as flow meters or when accuracy is in question.
  - v) Special density determinations:
    - (1) Polymer grade propylene: the density may be determined using MPMS Chapter 11.3.3.2.
    - (2) Chemical grade propylene: a density calculated using MPMS Chapter 11.3.3.2 may be used. When this calculated density is used, the flow computer configuration shall be adjusted by a factor of 0.9987<sup>1</sup> to account for the composition changes.
  - vi) Products measured by a mass meter producing a mass pulse output and mass proved, do not require a density meter be installed.
  - vii) The output may be connected directly into a flow computer capable of internally converting the density meter's output signal to corrected flowing density in gm/cc, or to a separate frequency converter and into the flow computer as a 4-20 milliamp signal.
  - viii) Except for special density determinations (above), density measurement may not be utilized for transaction calculations without a proving and pycing during the ticket period.

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<sup>1</sup> Based on the work of J.E. Gallagher, Shell Pipeline Corporation, "Chemical-Grade Propylene Density Measurement," July 1983.

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- ix) In the case of Purity Products, Enterprise reserves the right to use a fixed specific gravity at 60°F and the higher of EVP or 14.696 psia in lieu of a density meter for flow calculations.
- 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 NGL and Purity 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 density, corrected flowing density, volume, mass, and specific gravity at 60°F.
  - iv) The following shall be utilized by the flow computer to reduce gross Barrels to net Barrels:
    - (1) For generalized crude oils, refined products, MTBE, and lubricating oils, MPMS 11.1 shall be used.
    - (2) For liquefied petroleum gases and natural gas liquids, MPMS 11.1, 11.2.2 and 11.2.4 shall be used.
  - v) Flow computer output resolution shall be to the nearest barrel.
- g) Composite Sampling Systems
  - 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.
  - 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.

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- iv) The samples shall be accumulated in and collected from floating-piston cylinders with mixing capability.
- 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) 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 +/- 0.0275%. 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 3<sup>rd</sup> 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) Special Provisions:
    - (1) Supercritical Fluids: Fluids such as ethane at or above 80°F are in their supercritical state. Supercritical fluids are neither liquid nor gas above their critical pressure and critical temperature. Therefore, proving to liquid

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requirements can be problematic. Proving requirements for these fluids are defined in Enterprise's Liquid Measurement Policy.

d) Mass Measurement:

i) Inferred Mass:

- (1) Inferred mass measurement is accomplished utilizing a flow-proportional composite sampler (if required), volumetric flow meter, density meter, pressure transmitter, temperature transmitter, and flow computer to convert gross volumetrically measured Barrels, using density in g/cc at flowing conditions, and corrected for instrument error, to total pounds according to the following formula:

Total Pounds = Indicated barrels x Meter Factor x Flowing Density (g/cc) x 350.5069 x DCF

Where 350.5059 is a conversion factor to convert g/cc to pounds/barrel.

ii) Direct Mass:

- (1) Direct mass measurement is accomplished by utilizing a Coriolis meter, pressure transmitter, temperature transmitter, and a flow computer to accumulate mass pulses from the flow meter transmitter and to report in pounds.
- (2) The prover shall be equipped with a density meter installed and proved in accordance with MPMS Chapter 9.
- (3) Coriolis meters shall be proved as an inferred mass proving in accordance with MPMS Chapter 4.8.

e) Volumetric Measurement:

- i) Volumetric measurement may be accomplished by utilizing a flow meter outputting volume pulses, a flow computer to accumulate pulses from the flow meter, a pressure transmitter, and a temperature transmitter.

f) 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.
- 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:

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- (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.
- g) 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.
  - v) Inferred Mass Combined Factor Shift: The mass measurement objective for inferred mass meters is 0.25% accuracy. In the inferred mass equation, both the Meter Factor and the DCF are weighted equally. Therefore, a corrected ticket will only be written when the absolute value of the sum of the Meter Factor shift and DCF shift is greater than 0.0025. The following are examples:
    - (1) Example 1: A meter exhibiting a shift in Meter Factor of 0.0024 combined with a density meter exhibiting a DCF shift of -0.0018 would not require a meter ticket, as the absolute value of the sum of these two shifts results in a total factor shift of 0.0006.
    - (2) Example 2: A meter exhibiting a shift in Meter Factor of -0.0024 combined with a density meter exhibiting a DCF shift of -0.0018 would require a ticket correction, as the absolute value of the sum of the two shifts results in a total shift of 0.0042.
- h) Corrections:

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- 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.
    - (2) If the time of malfunction cannot be determined, correct ½ 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.
  - i) 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.
- 5) 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.
- 6) Sampling Procedures
- a) Purity Products do not typically require composite sampling.
  - b) Where a composite sampler is installed, a flow-proportioned composite sample shall be collected from the composite sample container at batch end.
  - c) Samples of Product shall be analyzed in accordance with the Enterprise approved testing method specified by the applicable product specification or contract.
  - d) Normally, 3 samples shall be taken from the composite sampler:
    - i) One sample shall be used by Enterprise for analysis. If Enterprise is responsible for custody measurement, the Enterprise sample shall be analyzed, and the analysis used to account for the transfer.



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- ii) One sample (if requested) shall be used by the Customer for analysis. If the Customer is responsible for custody measurement, the Customer sample shall be analyzed, and the analysis used to account for the transfer
  - iii) One sample will be retained as a referee, and, if required, used for dispute resolution as described below. The referee sample shall be held for a period agreed to by the Parties or consistent with the Enterprise Liquid Measurement Policy.
  - e) The sampling party shall provide its sample container and the referee sample container. The other Party shall provide its sample container.
  - f) If a sample system failure occurs such that either no sample was taken or a representative sample was not obtained, the following procedures shall be utilized in the order stated:
    - i) The sample collected by any on-stream back-up sampling device that has extracted a flow-proportioned sample;
    - ii) An average of the composite samples taken over a mutually agreed time frame, not to exceed the last 3 months of properly sampled deliveries;
    - iii) Daily grab samples for the time in question; or
    - iv) Such other method as the Parties may agree.
- 7) 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 Day of the next period (e.g., month) as determined by Enterprise or as agreed to by the Parties.
  - b) Volume Basis Streams:
    - i) The ticket shall identify the product and state the net volume in Barrels of product measured.
    - ii) The ticket shall include all factors associated with its production.
  - c) Mass Basis Streams:
    - i) The ticket shall:
      - (1) Identify the product;
      - (2) State the total mass measured in pounds;
      - (3) Show the pounds of each product based on its weight fraction as determined by analysis (if required);
      - (4) Show the equivalent Barrels of each product by utilizing the calculation procedure outlined in MPMS Chapter 14 (if required);
      - (5) Show product analysis; and
      - (6) Show total barrels (if required).

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- ii) The component density in a vacuum shall be in accordance with GPA Standard 2145.
  - d) 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.
- 8) 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.
- 9) 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;
      - (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.

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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.

**10) 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.

**11) 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.

**12) 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 utilizing the appropriate Enterprise approved test method. After analyzing their respective samples according to the Enterprise approved test method, if the Parties disagree, each shall send the other a copy of their respective sample results, and, if the sample results differ by more than the GPA 2186/2177 reproducibility limits for one or more components, then the referee sample shall be sent to a mutually agreed upon independent 3<sup>rd</sup> party laboratory, which shall analyze the sample using the Enterprise approved test method. If the 3<sup>rd</sup> party laboratory and the Enterprise analyses are within the GPA 2186/2177 reproducibility limits for the components in question, then the Enterprise analysis shall be accepted by the Customer and Enterprise as final and conclusive for the composition of the stream. Otherwise, the 3<sup>rd</sup> party laboratory results shall be accepted by the Customer and Enterprise as final and conclusive for the composition of the stream.
- 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; and
    - (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.
- 13) Miscellaneous
- a) Customer shall be responsible for the cleaning, repair or replacement costs of measurement system equipment caused by coating, contamination, or fouling.
- 14) Conflicts
- a) To the extent there is any conflict or inconsistency between the Agreement and this Exhibit, 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.

**NOTE: THIS MEASUREMENT PROCEDURE IS STANDARD LANGUAGE ATTACHED TO ALL NGL AND PURITY PRODUCT AGREEMENTS. AS SUCH, SOME PROVISIONS MAY NOT APPLY. ANY EXCEPTION TO THIS LANGUAGE MUST BE IN THE BASE AGREEMENT.**

Rev. #	Date	Explanation
Rev. 58	February 2023	Specified use of Historical Meter Factor.
Rev. 59	September 2023	Addressed proving supercritical ethane.
Rev 60	September 2023	Adjusted referee retention policy to match Liquid Measurement Policy.
Rev. 61	December 2023	Expanded to include export propane, propylene, and butanes.

