



ENTERPRISE AUTHORIZATION AGREEMENT ELECTRONIC SETTLEMENT / PAPER DRAFT

PO BOX 4324
HOUSTON, TX 77210-4324

New Customer FAX: 281-887-7130 or EMAIL: Contract_Administration@eprod.com
Existing Customer FAX: 713-803-7880 or EMAIL: ARCcustomerService@eprod.com

The undersigned customer (CUSTOMER) hereby authorizes Enterprise Products Operating LLC or its banking agent (ENTERPRISE), subject to the conditions set forth below, to initiate debit and/or credit entries to CUSTOMER'S checking account with the depository bank designated below (DEPOSITORY), which entries may be either in the form of an electronic transaction (electronic funds transfer) or paper draft, at Enterprise's election:

<i>DEPOSITORY BANK INFORMATION</i>	
BANK/BRANCH NAME	
BANK/BRANCH ADDRESS (PO BOX, CITY, STATE, & ZIP CODE)	
CUSTOMER BANK ACCOUNT NUMBER	ABA

This Authorization Agreement is intended to allow Enterprise to make withdrawals or deposits as above said from or to CUSTOMER's account at frequent intervals and for varying amounts for rents, service charges, credit card transactions, product purchases and other charges, or for reimbursements or adjustments, payable to or by Enterprise. This authority is to remain in full force and effect until Enterprise and DEPOSITORY have received written notification from CUSTOMER of its termination or of any change of bank account number or depository bank in such time and in such manner as to afford Enterprise and DEPOSITORY a reasonable opportunity to act on it. The General Terms and Conditions attached hereto are incorporated herein by reference

<i>CUSTOMER INFORMATION</i>		
CUSTOMER NAME		
Federal Tax ID number		
Address		
City	State	Zip Code
Authorized Signature		Title
Printed name		
Telephone	Fax	Email
Contact Name		
Telephone	Fax	Email
Date Signed		
Preferred Method of Draft Notification (please circle one) Fax		Email

NOTE TO CUSTOMER: To ensure the accuracy of your bank check routing information please attach here a voided check (or photocopy) for your above account with DEPOSITORY.

Internal use only:
Customer Number: _____ **Address Code:** _____ **Type:** - _____ (drop list) **Effective Date:** _____

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General Terms and Conditions

1. **Transactions:** ENTERPRISE has agreed to sell, and CUSTOMER has agreed to purchase products at one or more of ENTERPRISE's terminals (each such purchase and sale, a "Transaction"). These General Terms and Conditions supplement the provisions of each such Transaction between CUSTOMER and ENTERPRISE with respect to the matters set forth herein.

2. **Payments:** Unless otherwise agreed by CUSTOMER and ENTERPRISE in a separate agreement, the price for the products purchased by CUSTOMER under a Transaction will be ENTERPRISE's posted rack rate at the location of the purchase. CUSTOMER shall make all payments to ENTERPRISE without deduction, setoff, discount, allowance, notice, or demand unless otherwise agreed between ENTERPRISE and CUSTOMER. All payments shall be made in United States Dollars via ENTERPRISE's electronic fund transfer ("EFT") system or by paper draft. CUSTOMER shall provide any written authorizations required for EFT or paper draft purposes. The payment date for each Transaction (the "Payment Date") shall, unless otherwise agreed between ENTERPRISE and CUSTOMER, be 10 days following the date of delivery. ENTERPRISE shall be entitled to simple interest at a rate equal to the lower of (i) the Prime Rate as listed in the Wall Street Journal (basis 365 days per year) plus 2%; or (ii) the maximum applicable lawful interest rate (such rate, the "Applicable Rate") for each day on which any balance is past due. Acceptance of payment made after the Payment Date shall not constitute a waiver of rights to interest and shall in no circumstance be considered as an agreement to provide extended credit. In addition, in the event any paper draft is dishonored by the issuing bank, CUSTOMER shall pay to ENTERPRISE a fee of \$35 for each such dishonored paper draft.

3. **Financial Responsibility:** If ENTERPRISE has reasonable grounds for insecurity regarding the performance of any obligation under these General Terms and Conditions (whether or not then due) by CUSTOMER (including, without limitation, the occurrence of a material change in the creditworthiness of CUSTOMER), then ENTERPRISE may: (i) immediately suspend all Transactions with CUSTOMER; and/or (ii) demand, in writing, Adequate Assurance of Performance. "Adequate Assurance of Performance" means sufficient security in the form, amount, and for the term reasonably acceptable to ENTERPRISE, including, but not limited to, a standby irrevocable letter of credit, posting of margin, a prepayment, a security interest in an asset, or a performance bond or guaranty (including the issuer of any such security). If CUSTOMER fails to provide the Adequate Assurance of Performance required by ENTERPRISE within 48 hours, but at least one business day, after ENTERPRISE's request for Adequate Assurance of Performance, then ENTERPRISE may terminate all Transactions with CUSTOMER, and thereafter ENTERPRISE shall have no obligation to commence or complete the delivery of products to CUSTOMER or to extend CUSTOMER any credit whatsoever. Any delay resulting from the exercise of ENTERPRISE's rights under this Section, and any costs associated with such delay, including, without limitation, demurrage charges, shall be for the account of CUSTOMER.

4. **Limitation of Liability:** ENTERPRISE shall not be liable under or in connection with any Transaction or under any other theory of law, whether in contract, tort, or otherwise, for any lost profits or any special, indirect, contingent, incidental, consequential, or punitive damages.

5. **Governing Law:** These General Terms and Conditions shall be governed by the internal laws of the State of Texas, without giving effect to its provisions relating to choice of law.