

Dock Space Allocation Certificate

Date of Issuance:	Certificate Number:
Issued To: [Entity Name] (“Holder”) [Address]	Issued By: Enterprise Houston Ship Channel, L.P. (“EHSCLP”) 1100 Louisiana Street Houston, Texas 77002
Domicile of Holder: [Country]	Domicile of EHSCLP: U.S.A.
Delivery Month:	Date of Expiration:
Cargo Volume: 650,000 – 850,000 barrels	Decade (Windows Offered): Aug. 1 to 8 (1 of 3)
Non-Futures Volume: Up to [___] barrels	Per Barrel Rate: \$0.50 per Barrel
Other Terms:	
<ol style="list-style-type: none"> 1. The transaction contemplated by this Dock Space Allocation Certificate (this “Certificate”) will be governed by and subject to the Terms and Conditions attached hereto as Exhibit “A” and made a part hereof. 2. This Certificate, inclusive of all exhibits, appendices and attachments, constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes any prior or contemporaneous agreements or representations affecting the same subject matter. 3. This Certificate may be executed in several counterparts, each of which is an original and all of which constitute one and the same instrument. A facsimile or electronic copy of this Certificate or any amendment hereto bearing the signature of a party hereto will be binding upon such party to the same extent as an original counterpart bearing such party’s signature. For purposes of the foregoing, the words “executed” and “signature” shall be deemed to include electronic signatures on electronic platforms approved by the Exchange, which shall be of the same legal effect, validity and enforceability as a manually executed signature, to the extent and as provided for in applicable law, including state law based on the Uniform Electronic Transactions Act. 	

ENTERPRISE HOUSTON SHIP CHANNEL, L.P.

By: Enterprise Houston Ship Channel GP, LLC,
Its general partner

By: _____
Name: _____
Title: _____

Accepted and agreed to this
__ day of _____, 20__ by:

Holder:
[NAME]

By: _____
Name: _____
Title: _____

Exhibit "A"
Terms and Conditions

Definitions

As used in this Certificate the following terms have the following meanings:

Assignment means the sale of a Certificate through an assignment made in accordance with this Certificate.

Business Day means any day on which a settlement price is determined for the Futures Contract.

Cargo Volume means the "Cargo Volume" specified in the Certificate, which Cargo Volume shall be between 650,000 and 850,000 barrels of Product, including (as applicable) the volume of Non-Futures Crude Oil that the Ultimate Holder elects to utilize pursuant to, and in accordance with, the Certificate.

Date of Expiration means the "Date of Expiration" specified in the Certificate.

Date of Issuance means the "Date of Issuance" specified in the Certificate.

Decade means a generally ten (10) consecutive calendar day period, as more particularly described in NYMEX Rule 201110.

ECHO Terminal means Enterprise Crude Pipeline LLC's crude oil terminal, pumping station and tank farm facility located in Harris County, Texas.

EHSCLP means Enterprise Houston Ship Channel, L.P.

Eligible Purchaser means a prospective assignee that has been validly onboarded by the Exchange to participate in an allocation run, regardless of whether such person has actually participated in an allocation run.

Exchange means the New York Mercantile Exchange, Inc. (NYMEX).

Futures Contract means the WTI Houston Crude Oil futures contract (NYMEX Chapter 201) for the Cargo Volume and with the "Delivery Month" specified in the Certificate.

Holder means the clearing member customer specified as the "Holder" in the Certificate, or its successor or permitted assign.

Houston TSA means EHSCLP's Houston Terminal Services Agreement together with attached or incorporated exhibits, schedules, attachments and documents.

Interest Rate means the lesser of (a) 200 basis points over the JP Morgan Chase Bank, New York, N.Y. (or successor entity thereto) prime interest rate as of the date that the amount at issue becomes due hereunder and (b) the maximum rate permitted by applicable law.

Non-Futures Crude Oil means any crude oil (whether or not delivered pursuant to a Futures Contract) that (a) is of an equivalent specification and grade as the crude oil that is specified for delivery by the Futures Contract, and (b) is owned by (or held for the account of) the Ultimate Holder at the ECHO Terminal at

the time at which the Ultimate Holder physically takes delivery of the crude oil that is specified for delivery by the Futures Contract.

Product means any combination of (a) crude oil that is specified for delivery by the Futures Contract, and (b) Non-Futures Crude Oil, up to a maximum volume of Non-Futures Crude Oil equal to the “Non-Futures Volume” specified in the Certificate.

Services means the redelivery of the Cargo Volume for loading onto the vessel nominated by Holder, subject to and in accordance with the terms and provisions of the Houston TSA.

Special Damages means any prospective or speculative profits, lost profits or special, indirect, incidental, treble, speculative, remote, exemplary, punitive, or consequential damages, including loss of use, increased cost of operations, loss of profit or revenue or business interruption, whether based upon statute, contract, tort, strict liability, or negligence (including, but not limited to the sole, joint or concurrent negligence of a party), or in any other manner arising out of this Certificate, indemnity provision or otherwise.

Terminal means the EHSCLP’s marine terminal facility located at 15602 Jacintoport Boulevard near the Houston Ship Channel in Harris County, Texas capable of delivering petroleum based products to ocean-going vessels.

Terminal Services Fee means an amount due to EHSCLP pursuant to either this Certificate or the Houston TSA that is equal to the higher of the Cargo Volume specified in the Certificate and the number of barrels actually nominated for Services, in either case, multiplied by the “Per Barrel Rate” specified in the Certificate.

Ultimate Holder means the Holder of a validly executed Certificate at the time of redemption or expiration of this Certificate.

Windows Offered means, with respect to a given Decade, the total number of windows made available at the Terminal during such Decade pursuant to the Exchange’s Dock Space Allocation Run Process; provided, however, that the number ascribed with respect to the “Windows Offered” in a certificate does not imply or comport any specific order as between the window covered by the Certificate and those covered by any other certificate.

General Terms

1. This Certificate, upon acceptance as provided in the Certificate, shall constitute an agreement between the Holder and EHSCLP with respect to the Certificate Rights (as defined below), all on and subject to the terms and conditions set forth herein. This Certificate inures to the benefit of, and is enforceable against and binding upon, the Holder and EHSCLP, and their respective permitted successors and assigns.
2. This Certificate will be effective as of the Date of Issuance.
3. Subject to the terms and provisions herein contained, this Certificate gives the Ultimate Holder the right, on or prior to the Date of Expiration, to use reserved dock space at the Terminal for Services during the Decade, and for the Terminal Services Fee, specified in the Certificate

("Certificate Rights"); provided that the Ultimate Holder has first entered into the Houston TSA in accordance with this Certificate.

4. By Holder's acceptance of this Certificate, Holder agrees to be liable for, and to pay to EHSCLP, the Terminal Services Fee as provided in this Certificate or in the Houston TSA, as applicable.

Acknowledgments

5. Holder acknowledges and agrees that Holder's right to nominate Services are expressly subject to Holder having first executed and delivered to EHSCLP the Houston TSA.
6. Holder acknowledges and agrees that such Services are to be provided to Holder pursuant to, and subject to the terms and conditions (including, but not limited to, Holder having provided EHSCLP all onboarding information required under EHSCLP's "E-Stream" online interface system) set forth in the Houston TSA.
7. Holder acknowledges and agrees that Holder must first take delivery of the Cargo Volume at the ECHO Terminal pursuant to the Futures Contract before holder will be entitled to receive Services pursuant to the Houston TSA; provided that the foregoing acknowledgement shall not limit the Ultimate Holder's right to supplement the Cargo Volume with Non-Futures Crude Oil (up to a maximum volume of Non-Futures Crude Oil equal to the "Non-Futures Volume" specified in the Certificate).
8. Holder acknowledges and agrees that Holder must comply with (a) NYMEX Rule 201110, including the Rule's requirements regarding Holder's clearing member, and (b) when participating in an allocation run, the Exchange's Onboarding Package for the Dock Space Allocation Run Process, as published by the Exchange.

Redeeming Certificate Rights

9. On or prior to the Date of Expiration, the Ultimate Holder may redeem its Certificate Rights upon written notice to the Ultimate Holder's clearing member as provided in NYMEX Rule 201110(5) (a "Redemption Notice").
10. No Holder shall have any right to redeem the Certificate Rights after the Date of Expiration.
11. If the Ultimate Holder delivers the Redemption Notice in accordance with this Certificate, then the Ultimate Holder and EHSCLP shall enter into and be bound by the Houston TSA within two (2) business days following the date on which EHSCLP receives such Redemption Notice.
12. Should the Ultimate Holder timely deliver a Redemption Notice, this Certificate will terminate as of the date on which the Ultimate Holder has duly executed and delivered the Houston TSA to EHSCLP.
13. No provision of this Certificate shall have any effect or survive termination after the Ultimate Holder has duly executed and delivered the Houston TSA to EHSCLP.

Assignment Prior to Redemption

14. Holder may sell the Certificate's rights and obligations by assigning all, but not less than all, of the Certificate to an Eligible Purchaser through an Assignment and Assumption Agreement in substantially the form attached hereto as Appendix I ("**Assignment Agreement**").
15. For an assignment to be valid, such assignment must be made to an Eligible Purchaser and occur in accordance with NYMEX Rule 201110. Any assignment made in violation of the foregoing shall be null and void, *ab initio*.
16. Upon valid assignment of this Certificate, the assignee/purchaser shall constitute the new Holder for purposes of the Certificate.
17. The Certificate's rights and obligations will terminate with respect to the prior Holder upon the consummation of a valid assignment of this Certificate.
18. No provision of this Certificate shall have any effect or survive termination with respect to the prior Holder upon its valid assignment.

Not Redeeming the Certificate Rights

19. This Certificate will terminate on its Date of Expiration if the Ultimate Holder does not provide a Redemption Notice on or prior to the Date of Expiration.
20. If the Ultimate Holder provides a Redemption Notice on or prior to the Date of Expiration, but thereafter fails to execute and deliver the Houston TSA within two (2) business days following the date of the Redemption Notice, this Certificate will terminate at 5:00 p.m. ET on such second business day.
21. Upon such a termination, the respective rights and obligations of EHSCLP and the Ultimate Holder regarding the Terminal Services Fee, Invoices and Payments, Product Lien, Limitations of Liability, and Governing Law shall survive the Certificate's termination and continue to have effect and be enforceable against and binding upon the Holder and EHSCLP, respectively.

Invoices and Payments

22. If this Certificate is terminated without the timely execution of the Houston TSA, EHSCLP will invoice the Ultimate Holder of this Certificate for the Terminal Services Fee.
23. The Terminal Services Fee will be due and payable within fifteen (15) days from the date of the Ultimate Holder's receipt of such invoice.
24. The Ultimate Holder will pay to EHSCLP the amount of the invoice by ACH debit or another form of electronic payment, in U.S. Dollars, without discount or counterclaim.

25. Any amount payable by a Holder hereunder will, if not paid when due, bear interest at the Interest Rate from the payment due date until, but excluding, the date payment is received by EHSCLP.

Representations and Warranties

Holder represents and warrants to EHSCLP that it:

- (a) has reviewed and understands NYMEX Rule 201110 (HCL Dock Allocations);
- (b) has reviewed and understands the terms and provisions of the Houston TSA;
- (c) understands that although this Certificate grants the Ultimate Holder the right to enter into the Houston TSA upon valid and timely redemption hereof, the Ultimate Holder's right to nominate services at the Terminal is subject to the Ultimate Holder's execution and delivery of the Houston TSA in accordance with this Certificate; and
- (d) understands that it must provide EHSCLP all onboarding information required of a Terminal customer in EHSCLP's "E-Stream" online interface system, in accordance with the requirements set forth in the Houston TSA, before it will have any right to nominate services pursuant to the Houston TSA.

Product Lien

EHSCLP shall have, and the Ultimate Holder hereby grants to EHSCLP, an express contractual lien and security interest upon all Product in the custody of EHSCLP or any of its affiliates (including, without limitation, Enterprise Crude Pipeline LLC) at any time for all of the fees payable by such Holder to EHSCLP pursuant to this Certificate. Such lien rights shall not be exclusive but shall be cumulative and shall be in addition to all other remedies at law or in equity available to EHSCLP.

Limitations of Liability

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, NEITHER EHSCLP NOR HOLDER WILL BE LIABLE TO THE OTHER, AND EACH PARTY HEREBY RELEASES THE OTHER PARTY AND ITS AFFILIATES, FOR ANY SPECIAL DAMAGES WHICH ARISE OUT OF OR RELATE TO THIS CERTIFICATE, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH DAMAGES ARE CAUSED BY SUCH PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. FOR THE AVOIDANCE OF DOUBT, ANY TERMINAL SERVICES FEES THAT ARE PAYABLE TO EHSCLP PURSUANT TO THE CERTIFICATE ARE DIRECT DAMAGES AND ARE NOT DISCLAIMED OR RELEASED BY THIS SECTION.

NOTWITHSTANDING ANY PROVISION IN THE CERTIFICATE TO THE CONTRARY, THE HOLDER'S AND EHSCLP'S MAXIMUM LIABILITY UNDER THIS CERTIFICATE SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE TERMINAL SERVICES FEE.

HOLDER'S EXCLUSIVE REMEDY FOR ANY CLAIMS PURSUANT TO THIS CERTIFICATE IS SET FORTH IN THIS SECTION, AND HOLDER HEREBY RELEASES AND DISCHARGES EHSCLP FROM ANY AND ALL OTHER CLAIMS OR DAMAGES RELATED THERETO OR RESULTING THEREFROM.

EXCEPT TO THE EXTENT CAUSED BY OR ARISING OUT OF THE FRAUD, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT OF THE EXCHANGE OR ANY OF ITS AFFILIATES, HOLDER AND EHSCLP HEREBY RELEASE AND DISCHARGE THE EXCHANGE AND ITS AFFILIATES FROM ALL LIABILITY AND/OR CLAIMS, INCLUDING WITHOUT LIMITATION ALL SPECIAL DAMAGES, TO THE EXTENT ARISING OUT OF OR RELATING TO THIS CERTIFICATE. HOLDER AND EHSCLP EXPRESSLY ACKNOWLEDGE THAT, EXCEPT TO THE EXTENT CAUSED BY OR ARISING OUT OF THE FRAUD, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT OF THE EXCHANGE OR ANY OF ITS AFFILIATES, THE EXCHANGE SHALL HAVE NO LIABILITY HEREUNDER AND THAT THE EXCHANGE IS A THIRD PARTY BENEFICIARY OF THIS PROVISION AND RELEASE.

EXCEPT TO THE EXTENT CAUSED BY OR ARISING OUT OF THE FRAUD, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT OF THE EXCHANGE OR ANY OF ITS AFFILIATES, NEITHER THE EXCHANGE NOR ANY OF ITS AFFILIATES SHALL BE LIABLE TO ANY PERSON FOR ANY LOSSES, LIABILITIES, DAMAGES, CLAIMS, COSTS OR EXPENSES ARISING FROM ANY DISPUTE RELATING TO THE VALIDITY, EXISTENCE OR ANY ECONOMIC TERMS OF ANY CERTIFICATE OR THE ASSIGNMENT OF A CERTIFICATE, OR THE CONTRACTUAL TERMS GOVERNING A CERTIFICATE AND AN ASSIGNMENT. THE EXCLUSIONS AND LIMITATIONS OF LIABILITY IN THIS PROVISION SHALL APPLY WHETHER: (A) A CLAIM ARISES IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, BREACH OF STATUTORY DUTY, CONTRIBUTION OR OTHERWISE; OR (B) A CLAIM IS BROUGHT DIRECTLY OR AS A THIRD-PARTY CLAIM.

Governing Law

The Certificate will be governed by and interpreted under the laws of the State of Texas, without regard to its choice of law rules. Each of the EHSCLP and Holder hereby submit to the exclusive jurisdiction of the United States Federal and state courts situated in Harris County, Texas with respect to any dispute arising under this Certificate, the Houston TSA entered into in connection herewith or the transactions contemplated hereby or thereby.

APPENDIX I
FORM OF ASSIGNMENT AND ASSUMPTION AGREEMENT

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (“Assignment Agreement”) dated _____ is by and between Holder (“Assignor”) and _____, a [Jurisdiction] [Entity Type] located at [Address] (“Assignee”).

WHEREAS, Assignor and Enterprise Houston Ship Channel, L.P. (“EHSCLP”) are parties to that certain Dock Space Allocation Certificate (the “Certificate”), dated as of _____, 20__; and

WHEREAS, on and pursuant to the terms and provisions set forth herein, Assignor desires to assign to Assignee, and Assignee desires to accept from Assignor, all of Assignee’s right, title and interest in, to and under the Assignee (the “Transferred Interest”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

The Assignor hereby transfers and assigns the Transferred Interest to Assignee.

The Assignee hereby assumes all of Assignor’s rights, duties and obligations related to the Transferred Interest.

Representations and Warranties.

- (a) Each of Assignor and Assignee represents and warrants to the other party that as of the date hereof that:
 - i. it has full power and authority, and has taken all action necessary, to execute this Assignment Agreement and to fulfill its obligations; and
 - ii. this Assignment Agreement has been duly executed and delivered by it and constitutes its legal, valid and binding obligation.

- (b) Assignor represents and warrants to Assignee that the Transferred Interests are not subject to any liens or security interests except as specifically set forth in the Certificate.

- (c) Assignee represents and warrants to Assignor that it has been onboarded by the New York Mercantile Exchange, Inc. (NYMEX) to participate in an allocation run.

Further Assurances. At any time and from time to time after the date hereof, at the request of Assignee, and without further consideration, the Assignor shall execute and deliver such other instruments of sale,

transfer, conveyance, assignment and confirmation and take such other action as Assignee may reasonably request as necessary or desirable in order to more effectively transfer, convey and assign to Assignee the Transferred Interest.

Governing Law. This assignment agreement shall be governed by and construed in accordance with the laws of the state of Texas, without reference to principles of conflicts of law. The terms and provisions set forth for dispute resolution in the “Governing Law” provisions of the Certificate shall apply to any dispute arising out of or in connection with this Assignment Agreement, as if such terms and provisions were set forth herein, *mutatis mutandis*.

Survival of Representations. All representations and warranties made herein provided for herein shall indefinitely survive the consummation of the transactions contemplated hereby.

Third Party Beneficiary. The parties agree that Enterprise Houston Ship Channel, L.P. is an intended third party beneficiary of this Assignment Agreement and shall have all rights relating thereto.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment Agreement as of the date first above written.

[Assignor]

[Assignee]

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____