

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into by Enterprise Products Operating LLC, a Texas limited liability company ("Enterprise"), and the Ohio Environmental Protection Agency ("Ohio EPA") (Enterprise and Ohio EPA are collectively referred to herein as the "Parties").

I. RECITALS

WHEREAS, the Todhunter Terminal Facility (the "Facility") is located at 3590 Yankee Road, Middletown, Butler County, Ohio and owned by TE Products Pipeline Company;

WHEREAS, on October 16, 2012, propane gas was discovered in monitoring wells 8, 16, 17, and 19 at Solid Waste Management Units 38 and 39 on the AK Steel property, located approximately one half mile north east of the Facility;

WHEREAS, on October 25, 2012, two samples of the headspace from monitoring wells 8 and 17 on the AK Steel property were collected and analyzed for hydrocarbons. Both samples confirmed the gas present was not landfill (biogenic) methane, but rather propane, with some methane and ethane;

WHEREAS, on November and December 2012, Enterprise conducted a series of investigations to determine the source and potential subsurface transport pathways of the propane, including the installation of eight monitoring wells at the Facility. In response to a detection of pressurized gas at monitoring well 6, Enterprise installed vent well 1 (VW-1) to begin venting propane from the subsurface on the Property. Enterprise also began to remove natural gas liquids from each of the eight active storage caverns, followed by inerting of the caverns with nitrogen gas;

WHEREAS, from January through May 2013, Enterprise implemented subsurface investigation activities that included seismic refraction and multi-spectral analysis of surface waves to characterize lithological conditions in the glacial sediments overlaying the shale bedrock at the Facility and surrounding area where combustible gases may have migrated;

WHEREAS, in August 2014, Enterprise installed two additional vent wells at the Facility (VW-2 and 3), one vent well (VW-4) at the Shepard Chemical property, and two vent wells (VW-5 and 6) at the AK Steel property;

WHEREAS, VW-1 at the Facility sustained an active flare from December 2012 through July 2013, and flaring of this well resumed in February 2015. VW-4 on the Shepard Chemical property began flaring in August 2015. VW-2 and 3 at the Facility

and VW-6 on the AK Steel property have detected lower explosive limit readings at 100%, but the wells have not exhibited enough gas pressure for sustained flaring;

WHEREAS, quarterly ground water monitoring of vent wells by Enterprise has indicated the presence of propane in VW-2, 3, 5, and 6. To date, the highest concentration of propane detected in the vent wells was 70.9 milligrams per liter (mg/L) propane in VW-2 during the November 2015 quarterly sampling event. The ground water in VW-1 and 4 has not been sampled because these vent wells are actively flaring propane;

WHEREAS, head space samples have been collected from the eight monitoring wells, though none have exhibited detectible levels of propane. All vent wells have had detectible levels of propane in their head space; and

WHEREAS, in November 2015, a representative gas sample was collected from Monroe Ditch for gas composition analysis in an area where bubbling has been observed near VW-6 on AK Steel property. The reported vapor-phase propane concentration observed in Monroe Ditch was 62.71 molar percent (Mol%) propane.

WHEREFORE, Enterprise and Ohio EPA, in consultation with U.S. EPA, hereby agree that Enterprise's performance of the activities set forth herein constitute appropriate and reasonable measures to: (1) capture and mitigate fugitive combustible gases that may be located beyond the Facility's boundaries and have the potential to affect sensitive receptors via uncontrolled migration pathways; (2) mitigate or abate potential threats relating thereto; and (3) eliminate combustible gases from migrating beyond the Facility's boundaries.

II. PARTIES BOUND

1. This Agreement shall apply to and be binding upon the Parties and their respective successors in interest under Ohio law.
2. No change in ownership or corporate status of Enterprise including, but not limited to, any transfer of assets or real or personal property, shall in any way alter Enterprise's obligations under this Agreement.
3. Enterprise shall provide a copy of this Agreement to all contractors and consultants retained to conduct any portion of the activities performed pursuant to this Agreement, within fourteen (14) days of the effective date of this Agreement or upon date of retention. Enterprise shall ensure that all contractors and consultants retained to perform the activities pursuant to this Agreement also comply with the applicable provisions of this Agreement. Though U.S. EPA is not a party to this Agreement, Ohio EPA will provide a copy of this Agreement to U.S. EPA within (14) days of the effective date of this Agreement.

4. Objectives of the Parties

The objectives of the Parties in entering into this Agreement are to protect public health and safety and the environment from the release of combustible gases through performance by Enterprise of activities under this Agreement to:

- a. Investigate the nature and extent of releases of combustible gases at or from the Facility;
- b. Assess explosive, combustion and inhalation risks to human health and the environment;
- c. Collect sufficient data to support decisions regarding mitigation activities for the Facility and anywhere combustible gases have migrated from the Facility;
- d. Evaluate the potential presence of combustible gases in occupied structures and the need for additional mitigation activities; and
- e. Implement the activities set forth herein in order to eliminate or otherwise control immediate and future threats to public health and safety and the environment.

5. Commitment of Enterprise

Enterprise agrees to perform the activities set forth herein in accordance with this Agreement including all standards, specifications, and schedules as approved by Ohio EPA pursuant to this Agreement. Enterprise also agrees to reimburse Ohio EPA for technical review and assistance costs incurred and to be incurred regarding this matter and perform all other obligations of this Agreement.

III. AGREED ACTIVITIES TO BE PERFORMED BY ENTERPRISE

6. Compliance With Law

- a. All activities undertaken by Enterprise pursuant to this Agreement shall be performed in accordance with the requirements of all applicable federal, state and local laws and regulations.
- b. Where any portion of the activities requires a permit, license or other authorization from Ohio EPA or any other state, federal or local government agency, Enterprise shall submit applications in a timely

manner and take all other actions legally necessary to obtain such permit, license or other authorization. This Agreement is not, and shall not be construed to be, a permit, license or other authorization issued pursuant to any statute or regulation.

7. Supervising Contractor

All activities performed pursuant to this Agreement shall be under the direction and supervision of an employee or contractor with expertise in geophysical investigation and/or explosive gas management, as appropriate for the task performed. Prior to the initiation of the activities, Enterprise shall notify Ohio EPA in writing of the name of the supervising employee or contractor to be used in performing the activities under this Agreement.

8. Performance of Activities by Enterprise

- a. Submission of Progress Reports. Enterprise will provide to Ohio EPA (copy to U.S. EPA) monthly progress reports by the 10th day of the following month. With respect to the preceding month, these progress reports shall describe the agreed activities performed under this Agreement; include electronic copies of all results of sampling and tests and all other data received by Enterprise; describe the activities planned for the next two months; and describe any problems encountered and any anticipated problems, any actual or anticipated delays, and solutions developed and implemented to address any actual or anticipated problems or delays.
- b. Submission of Quarterly Reports and an Annual Report. Enterprise will continue to conduct the quarterly monitoring of the vent wells and monitoring well network and continue to provide to Ohio EPA (copy to U.S. EPA) Quarterly Reports and the Annual Report as set forth in the February 11, 2015 USEPA approved Long-Term Vent Well Monitoring Plan.
- c. Cavern Inerting and Maintenance Plan. Within thirty (30) days of the effective date of this Agreement, Enterprise shall submit to Ohio EPA (copy to U.S. EPA) a Cavern Inerting and Maintenance Plan for: (i) the complete removal of remaining residual combustible gases from the existing caverns at the Facility; (ii) the discontinuation of storage of combustible gases within the caverns; and (iii) the inerting of the caverns with nitrogen. The Plan will include a schedule for implementation of each of these activities, including the inerting of the caverns, to be completed by the end of September 2016. Enterprise shall not resume the storage of natural gas liquid in the existing caverns without the approval of the state of Ohio or

any federal agency with the technical expertise to approve the use of the caverns.

- d. Submission of Updated Mine Visualization Software (MVS) Modeling of Glacial Stratigraphy and Continuity, and Bedrock Surface Throughout the Impacted Area Report. Within 120 days of the effective date, Enterprise shall submit to Ohio EPA (copy to U.S. EPA) an Updated MVS Modeling of the Glacial Stratigraphy and Continuity, and Bedrock Surface Throughout the Impacted Area Report (Updated MVS Model Report). The Report shall include an updated MVS model with geologic cross sections within the area of investigation; results of the geophysical investigation, including identified areas that may act as preferential migration pathways and bedrock and glacial till characteristics that may trap residual pressurized gas; identification of data gaps or proposed confirmation sampling locations to verify and constrain the updated MVS model; and recommended locations for installation of additional exploratory borings that may be completed as either monitoring wells or vent wells based on field observations at the time each boring is installed.
- e. Submission of Additional Investigation Work Plan. Within forty-five (45) days of Ohio EPA approval of the Updated MVS Model Report, Enterprise shall submit an Additional Investigation Work Plan to Ohio EPA (copy to U.S. EPA) for review and approval. The Work Plan shall include a schedule for and detailed description of any additional investigation and mitigation activities recommended in the Updated MVS Model Report to further define the nature and extent of gas migration. If Enterprise is unable to secure the access required to implement the activities proposed in the Work Plan, Enterprise shall promptly notify Ohio EPA (copy to U.S. EPA) in writing of the steps Enterprise has taken to attempt to obtain access. Ohio EPA may, as it deems appropriate, assist Enterprise in obtaining access.
- f. Submission of Conceptual Site Geologic Model and Additional Investigation Report. Within ninety (90) days of completion of the implementation of the Additional Investigation Work Plan, unless otherwise agreed to by the Parties, Enterprise shall submit the Conceptual Site Geologic Model and Additional Investigation Report to Ohio EPA (copy to U.S. EPA) for approval. This Report shall include the results of the additional investigation, an updated conceptual site model, and proposal for further mitigation efforts as appropriate and necessary.
- g. Submission of Revised Long Term Vent Well Management Plan. Within forty-five (45) days of Ohio EPA approval of the CSGM Report, Enterprise shall submit a Revised Long Term Vent Well Management Plan (Revised

VWMP) to Ohio EPA (copy to U.S. EPA) for approval. This Plan should include operation and maintenance of the vent wells, including a framework for proposing future enhancements, and modifications to the quarterly monitoring of the vent wells and monitoring well network as set forth in the February 11, 2015 USEPA approved Long-Term Vent Well Monitoring Plan. This Revised VWMP shall also include periodic monitoring and maintenance of existing propane monitors within potentially affected occupied structures, and periodic sampling of known private wells located within one mile of the Facility and production wells on AK Steel property, until such time as fugitive gases have been mitigated to the extent practicable. Enterprise shall implement the Revised VWMP upon its approval by Ohio EPA.

- h. Evaluation of Need for Additional Measures. Within 120 days after Ohio EPA's approval of the Revised VWMP, the Parties (and U.S. EPA) shall meet to discuss the effectiveness of the Revised Long Term Vent Well Management Plan, including the need for additional measures. If the Parties (in consultation with U.S. EPA) agree that additional measures are necessary, this Agreement shall be amended to provide for the performance of such measures by Enterprise. If the Parties (in consultation with U.S. EPA) agree that additional measures are not necessary, Ohio EPA will provide written notification to Enterprise.
- i. Criteria for Document Development. The Work Plans and Reports to be completed pursuant to Paragraph 8 shall include proposed schedules for the completion date for each task.
- j. Review by Ohio EPA. Ohio EPA will timely review the Work Plans and Reports to be submitted pursuant to Paragraph 8 of this Agreement.

IV. SAMPLING AND DATA AVAILABILITY

9. Unless otherwise agreed to by the Site Coordinators, Enterprise shall notify Ohio EPA (copy to U.S. EPA) not less than fifteen (15) days in advance of all sample collection activity. Upon request, Enterprise shall provide split and/or duplicate samples to Ohio EPA or its designated contractor. Ohio EPA shall also have the right to take any additional samples it deems necessary. Upon request, Ohio EPA shall allow Enterprise to take split and/or duplicate samples of any samples Ohio EPA takes as part of its oversight of Enterprise's implementation of the activities.

10. Within seven (7) days of Enterprise's receipt of a request by Ohio EPA, Enterprise shall submit to Ohio EPA (copy to U.S. EPA) copies of the results of any available sampling and/or tests or other data, including raw data, geologic and

geophysical data, and original laboratory reports, generated by or on behalf of Enterprise with respect to the implementation of this Agreement. An electronic copy shall also be provided if requested by Ohio EPA. Enterprise may submit to Ohio EPA (copy to U.S. EPA) any interpretive reports and written explanations concerning the raw data and original laboratory reports. Such interpretive reports and written explanations shall not be submitted in lieu of original laboratory reports and raw data. Should Enterprise subsequently discover an error in any report or raw data, Enterprise shall promptly notify Ohio EPA (copy to U.S. EPA) of such discovery and provide the correct information.

V. ACCESS

11. Ohio EPA, U.S. EPA and their contractors shall have access at all reasonable times to the Facility and any other property to which access is required for the implementation of this Agreement, to the extent access to the property is controlled by Enterprise. Access under this Agreement shall be for the purposes of conducting any activity related to this Agreement including but not limited to the following:

- a. Monitoring the activities;
- b. Conducting sampling;
- c. Inspecting and copying records, operating logs, and other documents related to the implementation of this Agreement;
- d. Conducting investigations and tests related to the implementation of this Agreement; and
- e. Verifying any data and/or other information submitted to Ohio EPA.

12. To the extent that any portion of the Facility or any other property to which access is required for the implementation of this Agreement is owned or controlled by persons other than Enterprise, Enterprise shall use reasonable efforts to secure from such persons access for Enterprise, Ohio EPA, U.S. EPA and their contractors as necessary to effectuate this Agreement. Copies of each access agreement obtained by Enterprise shall be provided to Ohio EPA upon request. If any access required to implement this Agreement is not obtained, Enterprise shall promptly notify Ohio EPA in writing of the steps Enterprise has taken to attempt to obtain access. Ohio EPA may, as it deems appropriate, assist Enterprise in obtaining access.

13. Notwithstanding any provision of this Agreement, the State of Ohio retains all of its access rights and authorities, including enforcement authorities related thereto, under any applicable statute or regulation, including but not limited to, authorities granted to Ohio EPA, the Ohio Department of Natural Resources, the Public Utilities

Commission of Ohio, and the Ohio Department of Commerce, Division of State Fire Marshal.

VI. DESIGNATED SITE COORDINATORS

14. Within fourteen (14) days of the effective date of this Agreement, Enterprise and Ohio EPA each shall notify the other, in writing or by email, of the name, address, telephone number, and email address of its designated Site Coordinator.

15. If any designated Site Coordinator is changed, the identity of the successor will be given to the other Party within seven (7) days.

16. To the maximum extent practicable, except as specifically provided in this Agreement, communications between Enterprise and Ohio EPA concerning the implementation of this Agreement shall be made between the Site Coordinators. Enterprise's Site Coordinator shall be available at reasonable times for communication with Ohio EPA regarding the implementation of this Agreement for the duration of this Agreement. Ohio EPA's Site Coordinator will be responsible for consulting with U.S.EPA regarding Enterprise's implementation of this Agreement. Enterprise's Site Coordinator or designee shall be present on the Facility or surrounding area where combustible gases may have migrated or on call during all hours of work at the Facility or surrounding area where combustible gases may have migrated.

VII. PROGRESS REPORTS AND NOTICE

17. Unless otherwise directed by Ohio EPA, Enterprise shall submit a written progress report to the Ohio EPA and U.S. EPA by the tenth (10) day of every month.

18. Progress reports (one electronic copy only) shall be sent by e-mail. All other documents (one electronic and if requested, one hard copy) submitted pursuant to this Agreement to Ohio EPA shall be sent to the following agency address(es):

Madelyn Adams, Site Coordinator
Division of Environmental Response and Revitalization
Ohio EPA, Southwest District Office
401 E. 5th Street
Dayton, Ohio 45402

Email address: madelyn.adams@epa.ohio.gov

All written (including electronic) correspondence to Enterprise shall be directed to:

Graham Bacon

Enterprise Products Operating LLC
1100 Louisiana Street
Houston, Texas 77002

Email address: GBacon@eprod.com

All written (including electronic) correspondence to U.S. EPA shall be directed to:

Molly Finn
U.S. EPA, Region 5
77 West Jackson Blvd.
Chicago, Illinois 60604

Email address: finn.molly@epa.gov

A Party may designate an alternative contact name or address upon written notification to the other Party and in accordance with the Designated Site Coordinator Section of this Agreement, as applicable.

VIII. REVIEW OF SUBMISSIONS

19. Within forty-five (45) days of receipt, Ohio EPA shall review any work plan, report, or other item required to be submitted pursuant to this Agreement, and shall consult with U.S. EPA regarding such submittal.

20. Upon review and in consultation with U.S.EPA, Ohio EPA may in its sole discretion: (a) approve the submission in whole or in part; (b) approve the submission with specified conditions; (c) disapprove the submission in whole or in part; or (d) any combination of the above. The results of Ohio EPA's review shall be provided to Enterprise in writing and shall identify any deficiencies. Excluded from Ohio EPA approvals pursuant to this Section are the health and safety plan (HASP) and progress reports.

21. In the event that Ohio EPA, in consultation with U.S.EPA, approves an initial submission, Enterprise shall proceed to take such action approved by Ohio EPA. In the event that Ohio EPA approves with condition an initial submission, Enterprise shall either: (a) proceed to take such action in accordance with the approval and condition; or (b) initiate the procedures for dispute resolution set forth in the Dispute Resolution Section of this Agreement, within fourteen (14) days of receipt of Ohio EPA's written response to Enterprise's submission. Enterprise shall proceed to take any action required by an unconditioned portion of the submission, to the extent not contradictory to the actions subject to the Dispute Resolution Section, as those portions are considered approved.

22. In the event that Ohio EPA, in consultation with U.S.EPA, disapproves an initial submission in whole or in part, and notifies Enterprise in writing of the documented deficiencies, Enterprise shall within fourteen (14) days, or such longer period of time as specified by Ohio EPA in writing, either: correct the documented deficiencies and submit the revised submission to Ohio EPA for approval; or initiate dispute resolution under this Agreement with respect to the documented deficiencies. Revised submissions shall be provided by Enterprise in writing and shall demonstrate how and where each of Ohio EPA's documented deficiencies was addressed by the revised submission. To facilitate review of the revised submission, those portions of the document not affected by the Ohio EPA comments should remain unchanged. Any letter accompanying the submission should indicate, however, any indirect changes necessitated by Ohio EPA's comments.

23. To the extent that Enterprise disputes any of Ohio EPA's documented deficiencies in an initial submission, Enterprise shall initiate the procedures for dispute resolution set forth in the Dispute Resolution Section of this Agreement, within fourteen (14) days after receipt of Ohio EPA's notice of disapproval. Notwithstanding the disapproval, Enterprise shall proceed to take any action required by a portion of the submission that is not specified as disapproved in the notice of disapproval.

24. In the event that Ohio EPA, in consultation with U.S.EPA, disapproves a revised submission, in whole or in part, and notifies Enterprise in writing of the documented deficiencies, Enterprise shall within fourteen (14) days, or such longer period of time as specified in writing by Ohio EPA, correct the documented deficiencies and submit the revised submission to Ohio EPA for approval. If Enterprise fails to submit a revised submission correcting the documented deficiencies within fourteen (14) days, or such longer period of time as specified by Ohio EPA in writing, Enterprise shall be considered in breach of this Agreement unless it initiates the procedures for dispute resolution set forth in the Dispute Resolution Section of this Agreement, within fourteen (14) days after receipt of Ohio EPA's notice of disapproval. If Enterprise is in breach of this Agreement, Ohio EPA retains the right to terminate this Agreement, perform any additional investigation, and/or enforce the terms of this Agreement.

25. All work plans, reports, or other items required to be submitted to Ohio EPA under this Agreement shall, upon approval by Ohio EPA, be deemed to be incorporated in and made an enforceable part of this Agreement. In the event that Ohio EPA, in consultation with U.S.EPA, approves a portion of a work plan, report, or other item, the approved portion shall be deemed to be incorporated in and made an enforceable part of this Agreement.

IX. DISPUTE RESOLUTION

26. The Site Coordinators shall, whenever possible, operate by consensus.
27. In the event of a disagreement regarding the activities performed under this Agreement, Enterprise's Site Coordinator shall notify Ohio EPA's Site Coordinator in writing that Enterprise wishes to invoke an informal dispute pursuant to this Section.
28. The Parties shall have thirty (30) days from the date written notice of the informal dispute is received by Ohio EPA's Site Coordinator to negotiate in good faith to resolve the dispute. This informal dispute resolution period may be extended by agreement of the Parties.
29. In the event that the dispute is not resolved during the informal dispute resolution period, either Party may seek judicial review of the dispute in any court of competent jurisdiction, unless the Parties agree to an alternative form of dispute resolution.

X. UNAVOIDABLE DELAYS

30. Enterprise shall cause all activities to be performed in accordance with applicable schedules and time frames set forth in this Agreement or any approved work plan unless any such performance is prevented or delayed by an event that constitutes an unavoidable delay. For purposes of this Agreement, an "unavoidable delay" shall mean an event beyond the reasonable control of Enterprise that prevents or delays performance of any obligation required by this Agreement and that could not be overcome by due diligence on the part of Enterprise.
31. Enterprise shall notify Ohio EPA in writing within ten (10) days after Enterprise discovers the occurrence of an event that Enterprise contends is an unavoidable delay. Such written notification shall describe the anticipated length of the delay, the cause or causes of the delay, the measures taken and to be taken by Enterprise to minimize the delay, and the timetable under which these measures will be implemented.

XI. REIMBURSEMENT OF TECHNICAL REVIEW AND ASSISTANCE COSTS

32. Ohio EPA has incurred and continues to incur technical review and assistance costs in connection with the Facility or surrounding area where combustible gases may have migrated. Enterprise agrees to reimburse Ohio EPA for all such technical review and assistance costs incurred by Ohio EPA under this Agreement before and after the effective date of this Agreement. For technical review and assistance costs incurred prior to March 26, 2016, Enterprise shall pay Ohio EPA the sum of \$36,743.81 within thirty (30) days after the effective date of this Agreement per Paragraph 34 below.

33. For its technical review and assistance costs incurred under this Agreement after March 26, 2016, Ohio EPA will submit to Enterprise on a semi-annual basis an itemized invoice of such costs for the previous half-year. Within thirty (30) days of receipt of such itemized invoice, Enterprise shall remit payment for all of Ohio EPA's technical review and assistance costs for the previous half-year unless it initiates the procedures for dispute resolution set forth in the Dispute Resolution Section of this Agreement within such time period. In the event that Enterprise does not remit payment of technical review and assistance costs within sixty (60) days after the invoice becomes due, Enterprise shall remit payment for the unpaid balance and the interest accrued on the unpaid balance. Interest shall accrue beginning thirty (30) days from the date of the invoice until the date payment is remitted, and shall be calculated at the rate specified by ORC § 5703.47(B) or any subsequent rate adjustments.

34. Enterprise shall remit payments to Ohio EPA pursuant to this Section as follows:

- a. Payment shall be made by bank check payable to "Treasurer, State of Ohio / Hazardous Waste Special Cleanup Account" and shall be forwarded to Office of Fiscal Administration, Attn: Brenda Case, Ohio EPA, Lazarus Government Center, P.O. Box 1049, Columbus, Ohio 43216-1049;
- b. A copy of the transmittal letter and check shall be sent to the Fiscal Officer, DERR, Ohio EPA, P.O. Box 1049, Columbus, Ohio 43216-1049, and to the Site Coordinator; and
- c. Each payment shall identify the name and address of the party making payment, the Facility name, and Ohio EPA's revenue number identified on the associated invoice.

XII. ACCESS TO INFORMATION

35. Upon request, Enterprise shall provide to Ohio EPA and U.S.EPA within thirty (30) days, copies of all documents and information within its possession or control or that of its contractors or agents relating to events or conditions at the Facility or surrounding area where combustible gases may have migrated including but not limited to manifests, reports, correspondence, or other documents or information related to the activities. This provision shall not be a limitation on any request for information to Enterprise by Ohio EPA made under state or federal law for information relating to events or conditions at the Facility or surrounding area where combustible gases may have migrated.

36. Enterprise may assert a claim that documents or other information submitted to

Ohio EPA pursuant to this Agreement are confidential under the provisions of OAC 3745-49-03 or ORC § 6111.05(A). If no such claim of confidentiality accompanies the documents or other information when it is submitted to Ohio EPA, it may be made available to the public without notice to Enterprise.

37. Enterprise may assert that certain documents or other information are privileged under the attorney-client privilege or any other privilege recognized by state law. If Enterprise makes such an assertion, it shall provide Ohio EPA with the following: (1) the title of the document or information; (2) the date of the document or information; (3) the name and title of the author of the document or information; (4) the name and title of each addressee and recipient; and (5) a brief description of the privilege being asserted by Enterprise.

38. No claim of confidentiality shall be made with respect to any data or reports, including but not limited to laboratory reports, and all sampling, analytical, and monitoring data.

39. Enterprise shall preserve for the duration of this Agreement and for a minimum of five (5) years after termination of this Agreement, all documents and other information within its possession or control, or within the possession or control of its contractors or agents, which in any way relate to the activities notwithstanding any document retention policy to the contrary. Enterprise may preserve such documents by electronic or photographic device. At the conclusion of this document retention period, Enterprise shall notify Ohio EPA at least sixty (60) days prior to the destruction of these documents or other information; and upon request, shall deliver such documents and other information to Ohio EPA.

XIII. MODIFICATIONS

40. This Agreement may be modified only by agreement of the Parties. Modifications shall be in writing, signed by the authorized representative of Enterprise and by the Director, and shall be effective on the date this Agreement is signed by both Enterprise and the Director of Ohio EPA.

XIV. OTHER CLAIMS

41. Nothing in this Agreement shall constitute or be construed as a release from any claim, cause of action, or demand in law or equity against any person, firm, partnership, or corporation not a Party to this Agreement for any liability arising from, or related to, events or conditions at the Facility or surrounding area where combustible gases may have migrated.

XV. TERMINATION

42. Enterprise's obligations under this Agreement shall terminate upon the completion of all activities set forth in Paragraph 8 of this Agreement, including but not limited to the completion of the mitigation of fugitive gases in accordance with this Agreement.

XVI. EFFECTIVE DATE


43. The effective date of this Agreement shall be the date this Agreement is signed by both Enterprise Products Operating LLC and the Director of Ohio EPA.

XVII. SIGNATORY AUTHORITY

44. Each undersigned representative of a Party to this Agreement certifies that he or she is fully authorized to enter into this Agreement and to legally bind such Party to this Agreement.

IT IS SO AGREED:

OHIO ENVIRONMENTAL PROTECTION AGENCY



Craig W. Butler, Director
Ohio Environmental Protection Agency


8/1/16

Date

IT IS SO AGREED:

Enterprise Products Operating LLC

BY:



Signature

7/22/16

Date

Graham Bacon

Printed Name

EXECUTIVE VICE PRESIDENT

Title