

Oryx Delaware Oil Transport LLC

CONFIDENTIALITY AGREEMENT

Oryx Delaware Oil Transport LLC (“**ODOT**” or “**Carrier**”) has notified interested parties via the issuance of a press release that ODOT is, subject to market demand, planning to construct additional facilities, including new trunk lines and related appurtenant facilities (the “**Pipelines**”), to establish two new movements on its system. The proposed new movements will transport crude petroleum from (i) Carrier’s existing Crane terminal to Gray Oak Pipeline, LLC’s Crane Station located near Crane, Texas, and (ii) Carrier’s existing Midland terminal to Plains All American, L.P. Midland South Terminal located near Midland, Texas (each a “**Movement**”, and collectively, the “**New Movements**”).

Carrier is conducting a binding open season for the New Movements (“**Open Season**”), which commenced on April 17, 2019. The purpose of this letter agreement (“**Confidentiality Agreement**”) is to confirm your understanding as to the treatment of certain documents and information, such as the Open Season Procedures, the proposed form transportation services agreement, the proposed rates, and the proposed tariff rules. The Open Season Procedures, the proposed form transportation services agreement, the proposed rates, and the proposed tariff rules shall be furnished upon execution of this Confidentiality Agreement. As a condition to our furnishing such information to you, we are requesting that you agree, as set forth below, to treat confidentially such information and any other information Carrier or its directors, officers, employees, agents, or representatives (collectively, “**Company Representatives**”) furnish to you in connection with the Open Season, together with that portion of all other documents that contain or otherwise reflect or are generated from such information (all such documents and information provided to you and generated therefrom are referred to collectively herein as the “**Confidential Materials**”). As used herein, “you” and “your” shall mean you and all entities that are affiliated with you by contract or by common ownership and all entities controlled by you by ownership or by contract.

Confidential Materials do not include information that (1) was, is or becomes generally available to the public other than as a result of disclosure by you or your directors, officers, employees, agents, or representatives (collectively, “**Representatives**”) in violation of this letter agreement, (2) was, is or becomes available to you on a non-confidential basis from a source other than Carrier or Company Representatives, provided that such source is not known by you to be bound by a confidentiality agreement with Carrier, or (3) is independently developed by you without use of any Confidential Materials.

You agree that the Confidential Materials will be used solely for the purpose of evaluating the Open Season, and that such information will be kept strictly confidential by you, provided that any such information may be disclosed to your Representatives who need to know such information for the purpose of evaluating the Open Season (it being understood and agreed that such Representatives shall be informed by you of the confidential nature of the Confidential Materials and shall be directed by you to treat such Confidential Materials confidentially and not to use them other than for the purpose described above). You understand that it shall be a violation of this Confidentiality Agreement for you (as a potential shipper on the Pipelines) to provide Confidential Information to any other pipeline or potential pipeline, including any

ORYX DELAWARE OIL TRANSPORT LLC
OPEN SEASON CONFIDENTIALITY AGREEMENT

current or anticipated pipelines that are affiliated or to be affiliated with you. You shall be responsible for a breach of this Confidentiality Agreement by any of your Representatives.

In the event that you are requested or required (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process or otherwise in connection with a regulatory investigation or proceeding) to disclose any Confidential Materials, it is agreed that you will provide Carrier with prompt notification of such request or requirement and the documents requested thereby so that Carrier may seek an appropriate protective order and/or waive compliance with the provisions of this Confidentiality Agreement. It is further agreed that, if in the absence of a protective order or the receipt of a waiver hereunder you and your Representatives are nonetheless, in the written opinion of your counsel, compelled by law to disclose any such information or else stand liable for contempt or suffer other legal penalty, you or such Representatives may disclose such information without liability hereunder.

In the event that you wish to disclose any Confidential Materials to the Federal Energy Regulatory Commission as part of a proceeding related to the Pipelines or the Movements, and such disclosure is not required by law, it is agreed that you will (1) provide Carrier with prompt notification of your disclosure of such information, and (2) disclose such information only under seal as part of a confidential submission, marking the information as "Confidential." You agree not to submit such information as part of a public filing at the Federal Energy Regulatory Commission unless you first obtain the express written consent of Carrier permitting you to do so.

You recognize and acknowledge the competitive value and confidential nature of the Confidential Materials, and, therefore, it is further understood and agreed that money damages would not be a sufficient remedy for any breach of this Confidentiality Agreement by you and that Carrier shall be entitled to seek specific performance and injunctive or other equitable relief as a remedy for any such breach. Such remedy shall not be deemed to be the exclusive remedy for your breach of this Confidentiality Agreement but shall be in addition to all other remedies available at law or in equity to Carrier.

This Confidentiality Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without giving effect to the principles of conflict of laws thereof that might refer the governance or the construction of this letter agreement to the law of another jurisdiction, and each party hereby irrevocably submits to and accepts, generally and unconditionally, the non-exclusive jurisdiction of the courts of the State of Texas and the United States District Courts located in the County of Harris, in Houston, Texas, with respect to any legal action or proceedings which may be brought at any time relating in any way to this Confidentiality Agreement. Each party waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect of any suit, action or proceeding relating to this Confidentiality Agreement.

This Confidentiality Agreement will continue in force for a period of two (2) years from the date set forth below.

ORYX DELAWARE OIL TRANSPORT LLC
OPEN SEASON CONFIDENTIALITY AGREEMENT

NEITHER PARTY SHALL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES.

If you are in agreement with the foregoing, please so indicate by signing and returning one copy of this Confidentiality Agreement, whereupon it will constitute our entire agreement with respect to the subject matter hereof.

Very truly yours,

Oryx Delaware Oil Transport LLC

By: _____
Name: _____
Title: _____

Confirmed and agreed to as of the [●] day of [April], 2019:

Potential Shipper

By: _____
Company: _____
Name: _____
Title: _____