

ORYX DELAWARE OIL TRANSPORT LLC

LOCAL TARIFF

CONTAINING

RATES

GOVERNING THE TRANSPORTATION

OF

CRUDE PETROLEUM AND CONDENSATE

BY PIPELINE

Movements under this tariff are governed, except as otherwise provided herein, by the rules and regulations published in Oryx Delaware Oil Transport LLC's F.E.R.C. No. 4.4.0 or any subsequent reissues thereof.

[C] Request For Special Permission

~~Issued on two days' notice under the authority of 18 C.F.R. § 341.14. This tariff publication is conditionally accepted subject to refund pending a 30 day review period.~~

Filed pursuant to 18 C.F.R. § **[W]** § 342.3 (Indexing), 342.4(c) (Settlement Rates) § 341.3, 342.2

The provisions published herein will, if effective, not result in an effect on the quality of the human environment.

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TABLE OF RATES

Rates in Dollars per Barrel

Origin	Destination	Committed Rate²	Uncommitted Rate³
Tank Battery Receipt Points located in Township 24 South, Range 26 East, Eddy County, New Mexico ¹	Interconnect with Trans Permian Pipeline System at Carlsbad Station, Eddy County, New Mexico	[U] \$0.7141	[D] <u>\$0.6998</u>

Notes Applicable to Table of Rates

- Carrier will accept the following at the Tank Battery Receipt Points in Eddy County, New Mexico specified in the Table of Rates above: WTI Light; *provided, however*, that Carrier will also accept Condensate at such Tank Battery Receipt Points unless Carrier determines, in its sole discretion, that (i) the common stream of the System would not meet the Quality Specifications for WTI Light at the Destination Point if Carrier accepts Condensate at the Tank Battery Receipt Points, and (ii) Shipper's deliveries of WTI Light and Condensate at the Tank Battery Receipt Points, on a blended aggregate basis for such Shipper across all Tank Battery Receipt Points used by such Shipper, are not meeting the Quality Specifications for WTI Light, in which case Carrier will so inform Shipper and Shipper will to the extent necessary to ensure compliance with such Quality Specifications, decrease or cease deliveries of Condensate at one or more Tank Battery Receipt Points, and if Shipper fails to take such action or otherwise fails to achieve compliance with such Quality Specifications, Carrier may, in its sole discretion, decrease or cease acceptance of Condensate at one or more Tank Battery Receipt Points used by such Shipper to ensure such compliance. For clarity, to the extent Carrier accepts Condensate from Shipper for transportation on the System pursuant to this Note 1, the provisions of this tariff shall apply to all such movements of Condensate on the System.
- The Committed Rate shall apply to any Committed Shipper that executed a TSA with Carrier during the open season that commenced in October 2020. A Committed Shipper shall be subject to the Committed Rate for any volumes shipped on the System during a month up to such Shipper's Monthly Volume Commitment. A Committed Shipper shall be subject to the Uncommitted Rate for any volumes shipped on the System during a month that are in excess of such Committed Shipper's Monthly Volume Commitment.
- The Uncommitted Rate shall apply to any Shipper that is not a Committed Shipper, and to any Barrels shipped by a Committed Shipper that are in excess of such Committed Shipper's Monthly Volume Commitment.

Rules and Regulations

For purposes of this F.E.R.C. No. [W] 6.1.0 ~~6.0.0~~ or subsequent reissues thereof, the following definitions are changed from Item 1 (Definitions) of Carrier's Rules and Regulations Tariff, F.E.R.C. No. [W] 4.5.0 ~~4.4.0~~ or subsequent reissues thereof:

"Committed Rate" means the rate identified as the "Committed Rate" in the Table of Rates of this tariff.

"Committed Shipper" means any Shipper with which Carrier has executed a TSA during the Open Season.

"Force Majeure" means any cause or interrelated causes not reasonably within the control of the Declaring Party and which is not able to be prevented or overcome by the exercise of reasonable diligence of the Declaring Party. To the extent they satisfy the foregoing definition, examples of Force Majeure may include, but are not limited to: any acts of God; strikes, lockouts or other labor disputes or disturbances (the settlement of strikes, lockouts or labor disputes being entirely within the Declaring Party's discretion); acts of the public enemy, sabotage, terrorism, wars, blockades; insurrections, riots and other civil disturbances; epidemics; pandemics; landslides, floods, lightning, earthquakes, fires, tornadoes, hurricanes, or other severe or extreme weather events, and warnings for any of the foregoing which may necessitate the precautionary shut-down of wells, plants, pipelines, gathering systems, loading facilities, refineries, terminals or any portion thereof, or other related facilities; arrests and restraints of governments (either federal, state, civil or military); explosions, breakage or accidents to equipment, machinery, plants or any portion thereof, or lines of pipe, or the unscheduled maintenance, repairs or alterations to any of the foregoing, freezing of lines of pipe, partial or complete failure of wells irrespective of whether such wells or lines are operated by the Parties; unscheduled maintenance of the facilities used by the Parties or their respective Affiliates to perform their obligations under the TSA or this tariff, as applicable; constraints on or physical disruption to Downstream Third-Party Facilities that are directly connected to a Party's facilities used herein or to a Destination Point; refusal or other failure to accept Product by Persons owning or operating Downstream Third-Party Facilities that are directly connected to a Party's facilities used herein or to a Destination Point; despite the exercise of diligent efforts, inability to secure or delay in securing permits, licenses, rights of way, easements, servitudes or other access rights that are required for the Declaring Party's performance hereunder; electric power shortages or outages; the necessity for compliance with any court order, or any Applicable Law promulgated or amended by a Governmental Authority having or asserting proper jurisdiction after the effective date of a TSA or the effective date of the relevant tariff, as applicable; and other causes of a similar nature not reasonably within the control of the Declaring Party. Force Majeure also includes any event of force majeure occurring with respect to the facilities or services of the Declaring Party's Affiliates or service providers providing a service or providing any equipment, goods, supplies or other items necessary to the performance of the Declaring Party's obligations hereunder, in each case only to the extent not reasonably within the control of the Declaring Party's Affiliates and which is not able to be prevented or overcome by the exercise of reasonable diligence of the Declaring Party or the Declaring Party's Affiliates. Notwithstanding anything to the contrary set forth in a TSA or the relevant tariff, as applicable, none of the following shall, under any circumstance, constitute a Force Majeure event: (a) the lack of financial resources, or the inability of a Party to secure funds or make payments as required by a TSA or the relevant tariff (including this tariff), as applicable, absent the other Party's breach of this Agreement which has

a material effect on such Party, (b) adverse market, financial or other economic conditions including changes in market conditions that either directly or indirectly affect the demand for or price of Product, (c) availability of more attractive markets for Product or transportation services for transporting Product, or (d) in the case of Carrier, capacity curtailments on the Pipeline due to Carrier's failure to operate and maintain such Pipeline in a Commercially Reasonable manner.

"Open Season" means that open season held by Carrier beginning in October 2020, to obtain volume commitments on the System.

"Priority" means, with respect to a Committed Shipper, that such Committed Shipper shall not be subject to prorationing for movements occurring on the System, on the condition that such Committed Shipper (i) Tenders Product for gathering on Carrier's System that does not exceed such Committed Shipper's Monthly Volume Commitment, and (ii) pays the then-applicable Committed Rate for the gathering of such Committed Shipper's Monthly Volume Commitment. Notwithstanding the foregoing, a Committed Shipper with Priority capacity may be subject to prorationing for movements occurring on Carrier's System during events of Force Majeure or other operational disruption that reduces the System Capacity; provided that nothing in the preceding portion of this sentence reduces or alters any liability of Carrier for curtailment or prorationing during non-Force Majeure operations disruptions.

"Third Party TSA" means a transportation services agreement entered into between a Third Party Shipper and Carrier for the gathering of Product on the System.

"Uncommitted Rate" means the rate identified as the "Uncommitted Rate" in the Table of Rates of this tariff.

For purposes of this F.E.R.C. No. [W] 6.1.0 ~~6.0.0~~ or subsequent reissues thereof, the following definitions are added to Item 1 (Definitions) of Carrier's Rules and Regulations Tariff, F.E.R.C. No. [W] 4.5.0 ~~4.4.0~~ or subsequent reissues thereof:

"Deficiency Payment" means the payment due by a Committed Shipper to Carrier, in accordance with the Committed Shipper's TSA, for such Committee Shipper's Monthly Deficient Barrels.

"Monthly Deficient Barrels" means, for a given month, the number of Barrels by which (a) a Committed Shipper's Monthly Throughput on the System fails to meet (b) Shipper's Monthly Volume Commitment.

"Monthly Throughput" means the actual number of Barrels of Product received by Carrier from a Shipper at an Origin Point and transported to a Destination Point in a month.

"Monthly Volume Commitment" means the product of (a) the Committed Shipper's Volume Commitment and (b) the number of days in the applicable month.

"Volume Commitment" means the daily volume of Barrels of Product a Committed Shipper has agreed to ship, or otherwise may a Deficiency Payment for, on Carrier's System during the term of its TSA and as set forth in such TSA.

"Third Party TSA" means a transportation agreement entered into between a Third Party Shipper and Carrier for the gathering of Product on the System.

“TSA” means a transportation services agreement for transportation of Product on Carrier’s System entered into between a Committed Shipper and Carrier during the Open Season.

For purposes of this F.E.R.C. No. [W] 6.1.0 ~~6.0.0~~ or subsequent reissues thereof, the following definitions should be removed from Item 1 (Definitions) of Carrier’s Rules and Regulations Tariff, F.E.R.C. No. [W] 4.5.0 ~~4.4.0~~ or subsequent reissues thereof:

“COGA” means a crude oil gathering agreement entered into between a Committed Shipper and Carrier for the gathering of Product on the System pursuant to the Open Season.

“Deemed Volume Commitment” means, for purposes of administering Carrier’s prorationing policy in this tariff and determining the Committed Rates applicable to a Committed Shipper, the amount of Priority capacity (expressed in Barrels per day) that a Committed Shipper shall be entitled to receive on the System during the term of such Committed Shipper’s COGA.

“Monthly Deemed Volume Commitment” means the product of (i) the relevant Committed Shipper’s Deemed Volume Commitment, times (ii) the number of days in the applicable month.

“Third Party COGA” means a crude oil gathering agreement entered into between a Third Party Shipper and Carrier for the gathering of Product on the System.

For purposes of this F.E.R.C. No. [W] 6.1.0 ~~6.0.0~~ or subsequent reissues thereof, the following language should be added to the end of Item 15 (Rates Applicable) of Carrier’s Rules and Regulations Tariff, F.E.R.C. No. ~~4.4.0~~ or subsequent reissues thereof:

The terms of a TSA shall govern the rights of a Committed Shipper and Carrier with respect to the payment or nonpayment of Deficiency Payments and/or other charges set forth in a TSA.

For purposes of this F.E.R.C. No. [W] 6.1.0 ~~6.0.0~~ or subsequent reissues thereof, the following changes should be made to Item 6 (Nominations Required), Item 7 (Prorationing Procedures), Item 13 (Line Fille Requirements) Item 17 (Payment of Charges), Item 18 (Financial Assurances), Item 20 (Compliance Costs) of Carrier’s Rules and Regulations Tariff, F.E.R.C. No. [W] 4.5.0 ~~4.4.0~~ or subsequent reissues thereof:

All references to “COGA” or “COGAs” in the identified items shall be replaced with “TSA” or “TSAs,” respectively.

For purposes of this F.E.R.C. No. [W] 6.1.0 ~~6.0.0~~ or subsequent reissues thereof, Item 7(C)(i) of Carrier’s Rules and Regulations Tariff, F.E.R.C. No. [W] 4.5.0 ~~4.4.0~~ or subsequent reissues thereof, shall be replaced with the following:

- (i) Except as provided in Item 7(C)(ii), Carrier shall allocate each Committed Shipper an amount of System Capacity equal to the lesser of (1) the Committed Shipper’s Nomination for the Proration Month or (2) its Monthly Volume Commitment. If a Committed Shipper Nominates volumes in excess of its Monthly Volume Commitment, then the excess incremental volumes shall be subject to prorationing under Item 7(E) below.

For purposes of this F.E.R.C. No. [W] 6.1.0 ~~6.0.0~~ or subsequent reissues thereof, Item 7(E) of Carrier's Rules and Regulations Tariff, F.E.R.C. No. [W] 4.5.0 ~~4.4.0~~ or subsequent reissues thereof, shall be replaced with the following:

- E. ***Remaining System Capacity.*** Any remaining System Capacity not allocated through the application of Items 7(C) or 7(D) shall be allocated first, pro rata, among all Committed Shippers having remaining unmet Nominations according to the level of each Committed Shipper's Monthly Volume Commitment. If the allocation to any Shipper pursuant to this Item 7(E) exceeds such Shipper's remaining Nomination or there remains unallocated System Capacity following this additional allocation to Committed Shippers, then the excess volume will be allocated, pro rata, among all other Shippers having unmet Nominations until the remaining System Capacity is fully allocated or all of the remaining Nominations have been fulfilled.

For purposes of this F.E.R.C. No. [W] 6.1.0 ~~6.0.0~~ or subsequent reissues thereof, the following changes should be made to Item 7(I) (Prorationing Procedures) of Carrier's Rules and Regulations Tariff, F.E.R.C. No. [W] 4.5.0 ~~4.4.0~~ or subsequent reissues thereof:

All references to "Third Party COGA" in the identified item shall be replaced with "Third Party TSA."

Explanation of Reference Marks:

- [C] Cancel.
- [D] Decreased rate.
- [U] Unchanged Rate.
- [W] Change in wording only