

## FORM OF TRANSPORTATION SERVICES AGREEMENT

This TRANSPORTATION SERVICES AGREEMENT (“**Agreement**”), dated this \_\_\_\_ of \_\_\_\_\_ (“**Effective Date**”), is entered into by and between Oryx Southern Delaware Oil Gathering and Transport LLC, a Delaware limited liability company, with offices located at 4000 N. Big Spring, Suite 400, Midland, Texas 79705 (“**Carrier**”) and [**To be inserted**], a \_\_\_\_\_ with offices located at \_\_\_\_\_ (“**Shipper**”). Carrier and Shipper are sometimes referred to herein individually as a “**Party**,” or collectively as the “**Parties**.” Any capitalized term used but not defined herein shall have the respective meaning given to such term in the applicable TGSA attached hereto as Exhibit 1.

### WITNESSETH:

**WHEREAS**, Carrier is a party to the Transportation and Gathering Services Agreement(s) identified on Exhibit 1 attached hereto and made a part hereof (each such agreement referred to herein individually as a “**TGSA**”) whereby, among other things, Carrier has agreed under each such TGSA to provide transportation services to a shipper that has either (1) agreed to dedicate and ship on the Pipeline the Crude Petroleum produced from certain oil and gas leases located in the AMI, or (2) agreed to ship, or otherwise pay for, a minimum volume of Crude Petroleum on the Pipeline, for a specified term and at a specified rate (each such shipper referred to herein individually as a “**TGSA Shipper**”); and

**WHEREAS**, Shipper may from time to time be a “Third Party Shipper” (as defined in the TGSA) for a TGSA Shipper on the Pipeline pursuant to the terms set forth in this Agreement, the TGSA, and the Tariff; and

**WHEREAS**, Carrier and Shipper desire to enter into this Agreement to, among other things, confirm the transportation rates to be charged by Carrier under the Tariff and paid by Shipper for any volumes of Crude Petroleum shipped by Shipper on the Pipeline.

**NOW THEREFORE**, in consideration of the mutual agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, and intending to be legally bound, the Parties hereby agree as follows:

1. Transportation Rates. All Crude Petroleum shipped by Shipper as a Third Party Shipper pursuant to Section 19.1 of the TGSA on the Pipeline shall be charged the same transportation rate(s) applicable to the corresponding TGSA Shipper for whom Shipper is acting as a Third Party Shipper. The Committed Rates, as defined in the TGSA, as well as the Uncommitted Rates (as defined in the TGSA with respect to VC Shippers’ Incremental Barrels) applicable to volumes of Crude Petroleum shipped by a TGSA Shipper, and that will apply to Shipper for those volumes that it ships as a Third Party Shipper with respect to the applicable TGSA Shipper, are set forth in Exhibit C of the TGSA, as such rates may be changed from time to time by Carrier pursuant to Article VIII of the TGSA. For the avoidance of doubt, Shipper shall not be considered a Third Party Shipper for any Crude Petroleum shipped on the Pipeline by Shipper that is not pursuant to Section 19.1 of the TGSA with respect to a specific TGSA Shipper and TGSA; rather, Shipper shall be charged the then-applicable Uncommitted Rate for the shipment of any such Crude Petroleum, as such rate shall be set forth in the then-current Tariff.

By executing this Agreement, Shipper agrees to pay the applicable Committed Rates (as well as Uncommitted Rates with respect to VC Shippers’ Incremental Barrels) for the volumes shipped on the Pipeline pursuant to Section 19.1 of the TGSA with respect to the corresponding TGSA Shipper. Further, Shipper, when acting as a Third Party Shipper, acknowledges and agrees to be bound by all provisions set forth in the TGSA and the Tariff that are applicable to a TGSA Shipper, including but not limited to the Committed Rates (as well as the Uncommitted Rates with respect to VC Shippers’ Incremental Barrels) to be paid for the transportation services contemplated under the TGSA, as described in Article VIII, the duty

to support provision set forth in Article XVI of the TGSA, and the limitations of liability provision set forth in Section 23.6 of the TGSA, all of which shall apply equally to this Agreement.

2. Nominations. Because the Committed Rates (as well as the Uncommitted Rates with respect to VC Shippers' Incremental Barrels) to be paid by Shipper for the volumes of Crude Petroleum transported by Carrier will be determined based upon the specific TGSA and the specific TGSA Shipper for which Shipper is transporting Crude Petroleum pursuant to Section 19.1 of the TGSA, it will be necessary for Shipper to separately identify to Carrier each month the volumes of Crude Petroleum by TGSA and TGSA Shipper. Accordingly, when nominating volumes of Crude Petroleum for transportation pursuant to the Tariff, Shipper shall separately identify to Carrier the specific volumes of Crude Petroleum which pertain to each TGSA.

3. Term. This Agreement shall be effective as of the Effective Date and shall remain in full force and effect for the duration of the Term of the TGSA (as defined in said TGSA) pursuant to which Shipper is acting as a Third Party Shipper unless the TGSA Shipper for which Shipper is acting as Third Party Shipper has notified Carrier in writing at the time of the designation of such Third Party Shipper to Carrier that the designation is limited in time, by volume of Crude Petroleum or otherwise, in which case the term of this Agreement shall be so limited. In the event that Shipper is acting as a Third Party Shipper for multiple TGSA Shippers under multiple TGSAs, and such TGSAs reflect differing Terms, then this Agreement shall remain in full force and effect for the duration of the TGSA that has the longest Term ("**TSA Term**").

4. Tariff. This Agreement is subject to the rules and regulations published in the Tariff, including the lien provision set forth therein, which shall apply to all volumes tendered for transportation on the Pipeline by Shipper. By executing this Agreement, Shipper agrees to comply with all terms and conditions set forth in the Tariff. In the event of an express conflict between the terms of this Agreement and the Tariff, the terms of the Tariff shall govern and control.

5. Waiver of Section 15(13). Section 15(13) of the Interstate Commerce Act ("**ICA**") states that it is "unlawful for any common carrier ... knowingly to disclose or permit to be acquired by any person or corporation other than the shipper or consignee, *without the consent of such shipper or consignee*, any information concerning the nature, kind, quantity, destination, consignee, or routing of any property tendered or delivered to such common carrier for interstate transportation." Pursuant to the requirements set forth in Section 15(13), Shipper hereby provides its consent that Carrier may disclose the information contemplated under Section 15(13) of the ICA to any TGSA Shipper for which Shipper is acting as a Third Party Shipper, and that Carrier shall not be held responsible by Shipper for violating any of the provisions under Section 15(13) of the ICA as it relates to Shipper's Section 15(13) information.

6. Assignment. In the event that a TGSA Shipper makes a partial or total assignment of the TGSA to Shipper pursuant to Article XX of the TGSA, the Parties agree that Shipper shall, upon and to the extent of such assignment, have all the rights and remedies and shall assume and be bound by all of the obligations under the TGSA to which Shipper is the assignee, including but not limited to the TGSA Shipper's Volume Commitment (including the payment of Deficiency Payments, if applicable) or Dedicated Production obligations, as applicable.

7. Notices. Any notice, request, claim, demand, waiver, consent, approval or other communication that is required or permitted hereunder shall be in writing and shall be deemed given only if delivered personally to the address set forth below (to the attention of the person identified below) or sent by facsimile, email, recognized courier or registered or certified mail, postage prepaid, as follows:

If to Shipper:

[\_\_\_\_\_]
[\_\_\_\_\_]
[\_\_\_\_\_] , Texas [\_\_\_\_\_]
Attn: [\_\_\_\_\_]
[\_\_\_\_\_]

If to Carrier:

Oryx Southern Delaware Oil Gathering and Transport LLC
4000 N. Big Spring, Suite 400
Midland, Texas 79705
Attn: Brett Wiggs
brett@oryxmidstream.com

or to such other address or attention as the addressee may have specified in a notice duly given to the other Party as provided herein. Such notice, request, claim, demand, waiver, consent, approval or other communication will be deemed to have been given as of the date so delivered if by personal delivery; if by courier, upon receipt; if mailed, three (3) business days after the date so mailed; if by email, upon acknowledgment of receipt by the recipient; or if by facsimile, upon telephone or facsimile confirmation of receipt.

8. No Waiver. The failure of either Party to pursue any remedy resulting from a breach of this Agreement by the other Party shall not be construed as a waiver of that breach or any subsequent or other breach of this Agreement absent an express writing executed by the non-breaching Party to the contrary.

9. Applicable Law. This Agreement is in all respects subject to all Applicable Law, including the Tariff. Both Carrier and Shipper shall comply with Applicable Law in the performance of this Agreement. In the event that any term of this Agreement or any Exhibit hereto conflicts with the Tariff, the Tariff shall prevail; provided, however, that the Parties do not intend by this Section 9 that the transportation services provided by Carrier or the rates paid by Shipper for the transportation services (including the Committed Rates), as set forth in this Agreement, the TGSA and in the Tariff and as adjusted in accordance with this Agreement and the TGSA, should be subject to modification or amendment by any Governmental Authority.

10. Governing Law/No Jury Trial/Venue. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAWS THAT, IF APPLIED, MIGHT REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION. ANY DISPUTE UNDER THIS AGREEMENT MAY BE BROUGHT BEFORE THE FEDERAL OR STATE COURTS OF COMPETENT JURISDICTION IN HARRIS COUNTY, TEXAS, AND EACH PARTY WAIVES ALL RIGHTS TO CHALLENGE VENUE AND THE CONVENIENCE OF THE FORUM FOR ANY SUIT BROUGHT IN SUCH COUNTY.

11. Entire Agreement. This Agreement and its Exhibits, together with the Tariff, express the entire agreement of the Parties with respect to its subject matter, and amend, restate, replace and supersede all prior agreements and understandings, whether oral or written, between or among any of the Parties with respect to the subject matter hereof. This Agreement may be modified or amended only by a writing executed by the Parties; provided, however, that Carrier is authorized to amend, supplement or supersede the Tariff from time to time as long as such modifications do not adversely affect Shipper or conflict with the terms of this Agreement or the TGSA.

12. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall be considered one and the same instrument.
13. Severability. If any provision of this Agreement or the application of any such provision shall be held to be invalid, illegal or unenforceable in any respect by a Governmental Authority of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof or any subsequent application of such provision held invalid, illegal or unenforceable. The Parties intend that in lieu of any such invalid, illegal or unenforceable provision, there shall be added, as part of this Agreement, a provision as similar in terms to such invalid, illegal or unenforceable provision as may be possible and may be valid, legal and enforceable.
14. Third Party Beneficiaries; Negotiations. Except with respect to a TGSA Shipper for whom or on whose behalf the Shipper is acting under this Agreement and for which that TGSA Shipper shall be deemed to be a third party beneficiary of this Agreement, this Agreement does not impart enforceable rights in anyone who is not a Party or a designated Third Party Shipper or a successor or permitted assign of a Party. The relations between the Parties are those of independent contractors, and this Agreement creates no joint venture, partnership, association, or other special relationship, nor any fiduciary obligations.
15. No Fees, Gifts or Rebates. Neither Party shall pay any commission, fee, or rebate to an employee of the other Party or favor an employee of the other Party with any gift or entertainment of significant value.
16. Exhibits. Exhibit 1 to this Agreement is hereby incorporated into and made a part of this Agreement.
17. Survival. Notwithstanding the termination of this Agreement for any reason, each Party will be liable for all of its accrued obligations hereunder up to and including the date on which the termination becomes effective. Nothing in this Agreement shall be deemed to limit or restrict in any manner any other rights or remedies that any Party may have against the other Party at law, in equity or otherwise. In addition, Sections that survive the termination or expiration of an agreement by their nature shall survive the expiration or termination of this Agreement.
18. Rules of Construction. The following rules of construction shall govern the interpretation of this Agreement: (a) “days,” “months,” and “years” shall mean calendar days, months and years unless otherwise indicated; (b) “including” means “including, but not limited to,” and does not limit the preceding word or phrase; (c) section titles do not affect interpretation; (d) “hereof,” “herein,” and “hereunder” and words of similar meaning refer to this Agreement as a whole and not to any particular provision of this Agreement; and (e) no rule of construction interpreting this Agreement against the drafter shall apply. The Parties acknowledge and agree that they and their representatives have each had the opportunity to participate equally in the negotiations and preparation of this Agreement and have had the opportunity to consult legal counsel regarding the terms hereof.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]**

IN WITNESS WHEREOF, the duly authorized representatives of the Parties have executed this Agreement on the date shown with their respective signatures, effective for all purposes as of the date first written above.

**CARRIER**

**ORYX SOUTHERN DELAWARE OIL GATHERING AND TRANSPORT LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**SHIPPER:  
[TO BE INSERTED]**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

EXHIBIT 1  
TO  
TRANSPORTATION SERVICES AGREEMENT  
BETWEEN ORYX SOUTHERN DELAWARE OIL  
GATHERING AND TRANSPORT LLC  
AND [\_\_\_\_\_]

TGSA SHIPPER

DATE OF TGSA

CONTRACT NUMBER