

RELOCATION AGREEMENT

This Relocation Agreement (the “Agreement”) is made this ____ day of_____, 20__ by and between **Plains Pipeline, L.P.** (hereinafter referred to as "**Plains**"), whose address is 333 Clay Street, Ste. 1600, Houston, Texas 77002 and of City of Norman, Oklahoma (hereinafter referred to as "**Requestor**"), whose address is City of Norman 201 West Gray, Bldg A, Norman, OK 73069. Either **Plains** or **Requestor** may singularly be hereinafter referred to as “Party” and collectively referred to as “Parties”.

WITNESSETH:

WHEREAS, Requestor has requested that **Plains** conduct work on certain of **Plains’** facilities as part of a project, all as described in the attached Exhibit “A,” attached hereto and incorporated herein, (collectively the “Work”) in Cleveland County, Oklahoma.

WHEREAS, Plains is prepared to conduct the Work.

WHEREAS, in accordance with the provisions herein, **Requestor** shall pay **Plains** for all costs, loss or damage (the Costs) associated with the Work including actual out-of-pocket costs, actual out-of-pocket expenses, all cost of Plains employees’ time, (including the cost of employee benefits), and a fee of thirty (30%) percent to reimburse **Plains** for internal general and administrative costs.

NOW, THEREFORE, in consideration of the mutual covenants in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. The above recitals are incorporated into this Agreement and made a part hereof for all purposes.
2. **Plains** shall conduct the Work.
3. **Requestor** shall pay **Plains** **66.7%** for the Costs to perform the Work. The estimated Costs of the total Work is **\$197,216**. The details of the estimated Costs are more particularly described on Exhibit “B,” attached hereto and incorporated herein. Payment of the estimated Costs is due and payable with the execution of this Agreement. If, at any time, it is determined that the actual Costs will exceed the estimated Costs then Requestor shall pay the additional amounts as necessary to fully compensate Plains for the Costs of the Work. Upon completion of the Work, a final summation of Costs will be made and, if the actual costs exceed the estimated costs, **Plains** will invoice **Requestor** for the remaining balance of the Costs. **Plains** will endeavor, in good faith, to keep all costs to a reasonable amount considering the scope of the Work, and shall not exceed the estimated Costs by 30% without obtaining

Requestor's prior written consent. If the estimated Costs exceed the actual Costs then Plains will refund the difference to Requestor.

4. **Requestor** understands and acknowledges that all pricing estimates of the actual Work to be performed are good faith estimates and the actual costs may be higher or lower than such estimate.
5. **Requestor** agrees to submit payment to **Plains** within thirty (30) days from the receipt of an invoice. If payment for such invoiced amount is not received within such 30 day period, all unpaid charges will bear simple interest from and after the due date until paid at the lesser of: (i) twelve percent (12%) per annum, or (ii) or the maximum rate allowed by applicable law. Any failure on the part of **Plains** to promptly invoice **Requestor** for interest due and payable will not be construed as a waiver by Plains of its right to collect such interest.
6. **Plains** shall have no obligation to start the Work until written notice has been provided by **Requestor** that the Work has been agreed to, approved by and authorized by **Requestor**, a fully executed Agreement has been received by **Plains**, a satisfactory starting date has been mutually agreed upon by both **Requestor** and **Plains**, the estimated Costs have been paid to **Plains**, and **Requestor** has located and identified all utilities that are not covered by the applicable One Call system. Prior to starting the Work, **Requestor** shall cooperate with **Plains** in obtaining or causing to be obtained, in a form acceptable to **Plains**, any right, permit, permission, easement and access rights, at the sole cost and expense of **Requestor** required for **Plains** to perform the Work and **Requestor** shall, if requested by **Plains**, survey and stake all easements and access rights that pertain to the Work.
7. **Plains** shall submit to **Requestor** a report of the Work performed.
8. **IT IS UNDERSTOOD AND AGREED BY AND AMONG PLAINS AND REQUESTOR THAT IN PERFORMING THE WORK, PLAINS, ITS AFFILIATES, OFFICERS, DIRECTORS, AGENTS, SERVANTS, EMPLOYEES, CONTRACTORS AND SUBCONTRACTORS AND THE EMPLOYEES OF BOTH ("PLAINS INDEMNITEES") SHALL BE ENTITLED TO RELY UPON THE PLANS, SURVEYS, PROFILES, AND ANY OTHER INFORMATION FURNISHED TO PLAINS INDEMNITEES BY REQUESTOR AND REQUESTOR SHALL REIMBURSE PLAINS INDEMNITEES FOR, AND DEFEND, INDEMNIFY AND HOLD PLAINS INDEMNITEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, COSTS, DAMAGES, EXPENSES, (INCLUDING WITH OUT LIMITATION ATTORNEY'S FEES) CLAIMS, SUITS, AND LIABILITY ARISING DIRECTLY OR INDIRECTLY OUT OF PLAINS INDEMNITEES' RELIANCE ON THE INFORMATION PROVIDED BY THE REQUESTOR.**

9. **REQUESTOR HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS PLAINS INDEMNITEES FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, LOSSES, FINES, DAMAGES, COSTS AND EXPENSES (INCLUDING COSTS AND EXPENSES OF DEFENSE), WHICH ARE CAUSED IN WHOLE OR IN PART BY OR ARISE OUT OF ANY ACT OR OMISSION OF PLAINS INDEMNITEES IN THE PERFORMANCE OF THE WORK OR ANY DUTY, OBLIGATION OR SERVICE PURSUANT TO THIS AGREEMENT; EXCEPT, HOWEVER, THIS INDEMNITY SHALL NOT APPLY TO THE EXTENT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF PLAINS INDEMNITEES. IT IS THE INTENTION OF THE PARTIES THAT THIS INDEMNITY INCLUDES, BUT IS NOT LIMITED TO, PLAINS INDEMNITEES' OWN NEGLIGENCE, WHETHER SOLE OR CONCURRENT AND OTHER LEGAL FAULT, INCLUDING BUT NOT LIMITED TO STRICT LIABILITY, EXCEPT AS PROHIBITED BY APPLICABLE LAW. IF ANY PROVISION OF THIS INDEMNITY IS DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE INVALID OR UNENFORCEABLE, THE REMAINING PROVISIONS OF THIS INDEMNITY WILL REMAIN IN EFFECT TO THE MAXIMUM EXTENT PERMITTED BY LAW.**

10. **NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, NEITHER PARTY HERETO SHALL BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF PRODUCTION OR OTHER DAMAGES ATTRIBUTABLE TO BUSINESS INTERRUPTION) ARISING IN CONNECTION WITH THIS AGREEMENT, EXCEPTING THAT A PARTY MAY RECOVER FROM THE OTHER PARTY ALL COSTS, EXPENSES OR DAMAGES (INCLUDING, WITHOUT LIMITATION, INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, PUNITIVE AND OTHER DAMAGES) PAID OR OWED TO ANY THIRD PARTY IN SETTLEMENT OR SATISFACTION OF CLAIMS OF THE TYPE DESCRIBED HEREIN FOR WHICH SUCH PARTY HAS A RIGHT TO RECOVER FROM THE OTHER PARTY.**

11. During the term of this Agreement, **Requestor** shall maintain insurance policies necessary to support the indemnity obligations voluntarily assumed by **Requestor** and to comply with all regulatory requirements. **Requestor's** policies shall contain a provision that insurers will name **Plains** as additional insureds and waive their subrogation rights against **Plains**. Such policies shall provide minimum coverage for the type and extent of the Work to be done as follows:

- i. workers compensation coverage at statutory limits for the contractor's employees working at, on or near the Work and employers liability coverage in the minimum amount of One Million Dollars (\$1,000,000) per occurrence;
 - ii. commercial general liability coverage (or other liability coverage for the operations described herein), including contractual liability coverage, in the minimum amount of Five Million Dollars (\$5,000,000); and
 - iii. auto liability in the amount of Five Million Dollars (\$5,000,000) per accident.
 - iv. Notwithstanding anything above to the contrary, **Requestor** may self-insure the coverages required herein.
- 12. Neither this Agreement nor any obligation or right hereunder may be assigned or delegated by either **Plains** or **Requestor**, whether directly or indirectly, without the prior written consent of the other Party, except to an affiliate.
- 13. The obligations of **Plains** are subject to force majeure and **Plains** shall not be in default of this Agreement if any failure or delay in performance is caused by strike or other labor problems; accidents; acts of God; fire; flood; adverse weather conditions; material or facility shortages or unavailability; lack of transportation; the imposition of any governmental codes, ordinances, laws, rules, regulations or restrictions, including, without limitation, the necessity of obtaining permits or environmental assessments or environmental approvals; condemnation or the exercise of rights of eminent domain; war, civil disorder or acts of terrorism; or any other cause beyond the reasonable control of **Plains**.
- 14. Each Party hereto, whether performing or non-performing, breaching or non-breaching, defaulting or non-defaulting shall be entitled to setoffs, claims, counterclaims, and credits (disregarding whether a Party failed to perform, breached first, or defaulted first) in connection with any payment or the performance of any obligations under or in connection with this Agreement or termination of this Agreement. In case of a breach of this Agreement by either Party, the non-breaching Party shall give the breaching Party notice of the breach and a reasonable period to cure under the circumstances.
- 15. This Agreement shall constitute the entire agreement between the Parties with respect to the Work. Any and all previous agreements and understandings between or among the Parties regarding the Work, whether written or oral, are superseded by this Agreement. Any waiver or amendment of any requirements and/or provisions of this Agreement must be in writing and signed by an officer or authorized representative of the waiving Party in order to be effective and enforceable; no purported oral waiver or amendment of

any requirements and/or provisions of this Agreement shall be effective or enforceable; and no waiver or amendment of any requirements and/or provisions of this Agreement based on course of conduct, course of dealing, or course of performance shall be effective or enforceable.

16. Drafts of this Agreement and prior correspondence regarding this Agreement shall not be used by either Party as evidence of the intent of the Parties or otherwise be admissible in evidence in interpreting this Agreement.
17. If any term or provision of this Agreement shall be found to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary to render such term or provision enforceable, and the rights and obligations of the Parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the Parties as set forth herein.
18. The provisions of this Agreement are solely for the benefit of the Parties to this Agreement and no provision of this Agreement should be deemed to confer upon any other party any remedy, claim or right. It is expressly understood that the provisions of this Agreement do not impart enforceable rights in anyone who is not a Party or a successor or assign of a Party hereto. No third party (including an employee or a contractor of a party) is intended to have or shall have any rights under this Agreement.
19. This Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Oklahoma, excluding any choice of law rules, which may affect the application of the laws of another jurisdiction. By executing this Agreement, the Parties submit to the exclusive jurisdiction of the courts and agencies located in Cleveland County, Oklahoma.
20. In the event of litigation between the Parties, the prevailing Party in such litigation shall be entitled to recover from the non-prevailing Party the prevailing Party's reasonable attorneys' fees and court costs in enforcing this Agreement.
21. Each Party warrants that it has the full right and authority to enter into this Agreement. All necessary approvals and authority to enter into this Agreement have been obtained and the person executing this Agreement on behalf of each Party has the express authority to do so and, in so doing, to bind such Party hereto.
22. The headings shown for each section in this Agreement are general descriptions only and not for limitation or alteration of the contents of this Agreement in any way.

23. Any notice required or permitted to be given hereunder shall be in writing and shall be deemed to be given if delivered in person, facsimile, or certified mail return receipt requested, to the attention of the following persons:

Plains:

333 Clay Street, Ste. 1600
Houston, Texas 77002
Attn: George N. Polydoros, Jr.
Vice-President of Land & Office Services
Phone: 713-993-5681
Fax: 713-646-4146

with a copy to:

333 Clay Street, Ste. 1600
Houston, Texas 77002
Attn: Lawrence J. Dreyfuss
Vice-President
Phone: 713-646-4100
Fax: 713-646-4216

If to Requestor:

Attention: _____

Phone: _____

Fax: _____

IN WITNESS WHEREOF, **Requestor** and **Plains** have caused this Agreement to be duly executed as of the date set forth above.

[Requesting Entity]

By: _____
Name: _____
Title: _____

Plains Pipeline, L.P.

By: Plains GP LLC, Its General Partner

By: _____
Name: George N. Polydoros, Jr.
Title: Attorney-in-Fact

Exhibit A:

[Project Description]

Exhibit B:

Estimated Cost to **Requestor** for **Plains'** Work