

Infrastructure Access Agreement Summary 1

This data is provided in accordance with the disclaimer conditions noted below:

Provided in relation to the voluntary Industry Infrastructure Code of Practice. To be used in summarising construction and tie-in and transportation and processing agreements by the owner/operator for inclusion in the publication of key commercial terms (refer to Paragraph 13 (1)).	Ref: BP07
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Agreement Title and Date: BRENDA and NICOL PIPELINE LIQUIDS TRANSPORTATION AND PROCESSING AGREEMENT

Scope of Agreement/Responsibilities (refer to Note 1):
FPS to transport and process Brenda and Nicol Pipeline Liquids and redeliver stabilised Forties Blend.

Key Provisions (refer to Note 2)

Commencement Date	1 st October 2006
Entry Point	The Brae-Forties Riser on the Forties Charlie platform
Redelivery Point (s)	The Hound Point Terminal
Capacity/variation rights (Y/N) and timing (refer to Note 3)	Initial profile stated in contract - Brenda/Nicol operator may request revisions to profile up to a maximum of 31,774 mb/d.
Send or Pay/carry forward provisions (Y/N)/Duration	None
Priority rights during periods when service provision is reduced	Equal priority with other Forties System users
Technical Requirements (refer to Note 4)	FPS Standard Specification with the exception of metals which has been increased – no unusual technical issues
Payment Structure (refer to Note 5)	Guaranteed Tariff for Transportation & Processing, Sale & Purchase for Raw Gas
Tariff range for service provided (refer to Note 6)	70 - 80 pence per barrel, 100% PPI indexation (base Q1 2004). TETR applies.
Range of any separate contribution to capex and opex	None
Any other payment(s) with range and timing (refer to Note 7)	None
L&I/Risk Regime fundamentals	Mutual Hold Harmless, No consequential Losses, No Liability Cap

Important Additional Data (refer to Note 8)

- Notes:**
- (1) Include key provisions and services that have a material impact on risk-reward.
 - (2) Include any important and unusual elements that materially impact risk-reward.
 - (3) For each main stream eg oil, gas etc.
 - (4) Should include relevant entry specifications and any important and unusual technical issues.
 - (5) The ranges should reflect the type of service provided (price range should be within a 15% band).
 - (6) Include summary of indexation principles with floors and ceilings.
 - (7) Include any fee in kind type payments relating to single component streams, or production deferral in a CTA.
 - (8) Include any key provisions that materially impact risk-reward not mentioned above (eg hydrocarbon accounting, risk, property, title, extension of terms, assignment (incl. limitations), security provisions, metering, termination, ownership and decommissioning in a CTA etc).

Disclaimer

The summary information provided above is provided by FPS as the service provider:

- (1) In good faith and without any liability.
- (2) Without warranty, implied or express as to its accuracy or relevance of use by any other party.
- (3) Without obligation to provide any further information in respect of the agreement/transaction to which the summary information relates.
- (4) Without any obligation to provide access to infrastructure or services on the same terms and conditions.