

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:
Agreement Title and Date: Agreement for the Processing of Durango Field production at the Bacton Plant, dated 17 November, 2008	

<p>Scope of Agreement/Responsibilities (refer to Note 1): Bacton Plant Owners provide the following main services></p> <ul style="list-style-type: none"> • Accept Durango field Production at the Bacton Plant • Receive, treat and process Durango Field Production • Redeliver Durango Field Sales Gas to boundary fence of the Bacton Plant • Redeliver Durango Field Sales Condensate to the entry of Shell/Esso North Walsham Condensate Terminal
--

Key Provisions (refer to Note 2)	
Commencement Date	9 November, 2008
Entry Point	Point at which gas and Condensate delivered from Durango Field Production leaves the LAPS facilities and enters the Bacton Plant.
Redelivery Point (s)	Gas - Point where the pipeline exporting Durango Field Sales Gas to the NTS gas reception facilities at Bacton crosses the boundary fence of the Bacton Plant. Condensate – Point of connection between the loading hose and the railroad tank cars at the rail terminal at the Shell/Esso North Walsham Condensate Terminal.
Capacity/variation rights (Y/N) and timing (refer to Note 3)	Maximum Capacity 50mmscfd for Contract Year's 2008/9 and 2009/10 declining thereafter. Right to vary Booked Capacity downwards before 1 April prior to start of next contract year.
Send or Pay/carry forward provisions (Y/N)/Duration	Yes with Make-Up rights
Priority rights during periods when service provision is reduced	For firm Booked Capacity equal priority pro-rata with other users.
Technical Requirements (refer to Note 4)	To be delivered at a pressure in range 1,100 to 1,200 pounds per inch guage.
Payment Structure (refer to Note 5)	Monthly invoicing
Tariff range for service provided (refer to Note 6)	20 - 22p/mcf escalated from June 2007 with PPI. Annual escalation from 1 October. Bacton Plant Owners have the option to switch to Opex Share from 1 October,2011.
Range of any separate contribution to capex and opex	Share of Bacton opex for use of gas and condensate facilities – based on pro-rata share.
Any other payment(s) with range and timing (refer to Note 7)	None

L&I/Risk Regime fundamentals	Mutual Hold Harmless, for personnel, property, pollution and consequential loss except in the case of wilful misconduct
------------------------------	---

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 [] 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.