

## **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)).

AGREEMENT FOR THE CONSTRUCTION AND TIE-IN OF THE DUART FIELD TO THE TARTAN PLATFORM DATED 01 MAY 2007

Scope of Agreement/Responsibilities (refer to Note 1):

- 1. Parties are TSEUK as the Tartan Operator and TSEUK as the Duart Operator
- 2. The Tartan Operator shall design, construct and Install the Duart Conductor Riser System and perform the tie-in of the umbilical to the Duart Conductor Riser System.
- 3. The Tartan Operator shall hook up Control System Facilities to the platform control systems.
- 4. The Tartan Operator shall modify the Production Separator in a configuration suitable for Duart Service and install new topsides flowline.
- The Duart Operator shall design, construct, install and pre-commission the Duart North well, subsea well
  control equipment, wellhead protective structures, the Duart control umbilical and jumpers and the Duart
  pipelines.

Key Provisions (refer to Note 2)	
Commencement Date	01 <sup>st</sup> May 2007
Entry Point	N/A
Redelivery Point (s)	N/A
Capacity/variation rights (Y/N) and timing (refer to Note 3)	N/A
Send or Pay/carry forward provisions (Y/N)/Duration	N/A
Priority rights during periods when service provision is reduced	N/A
Technical Requirements (refer to Note 4)	
Payment Structure (refer to Note 5)	Within 15 days of month end the Tartan Owner issues to the Duart Group an invoice in respect of the costs incurred by the Tartan Owner in the preceding month.
Tariff range for service provided (refer to Note 6)	N/A
Range of any separate contribution to capex and opex	All costs incurred in respect of the construction and tie-in of the Duart field to the Tartan Platform is at the sole expense of the Duart Group.
Any other payment(s) with range and timing (refer to Note 7)	[No production deferral anticipated.]
L&I/Risk Regime fundamentals	MHH including consequential loss, personnel, pollution and decommissioning.  Duart Group indemnifies the Tartan Owner/Operator against any claim by the Tartan Owner for interruption of production from the THP Area.



## Important Additional Data (refer to Note 8)

Title and Risk in all modifications to the THP Facilities shall pass to the Tartan Owner at the start of the first day following 60 consecutive hours of production from the Duart Field without any malfunction of such modifications.

## 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 TSEUK 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.