

INFRASTRUCTURE ACCESS AGREEMENT SUMMARY

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 & tie-in and transportation & processing agreements by the owner/operator for inclusion in the publication of key commercial terms (section 13.1).	Ref
<u>Agreement Title and date: BRENDA/NICOL PIPELINE LIQUIDS TRANSPORTATION AGREEMENT between Marathon Oil UK Ltd and Oilexco North Sea Limited dated October 2006</u>	

<p>Scope of agreement/responsibilities: (1)</p> <p>The Brenda/Nicol Group undertake to tender for delivery at the Entry Point the total production of Brenda/Nicol Pipeline Liquids and to accept redelivery of the Brenda/Nicol Pipeline Liquids at the Transfer Point.</p> <p>The Brae Group undertakes to provide the Services by accepting all Brenda/Nicol Pipeline Liquids properly tendered for delivery hereunder by the Brenda/Nicol Group at the Entry Point, to transport such Brenda/Nicol Pipeline Liquids in conjunction with the other Brae System Users' Pipeline Liquids through the relevant part of the Brae System and to redeliver such Brenda/Nicol Pipeline Liquids at the Transfer point.</p> <p>The Brae Operator and the Brenda/Nicol Operator shall exercise their respective rights and discharge their respective obligations hereunder to the standard of a Reasonable and Prudent Operator.</p>

<u>Key Provisions (2)</u>	
Commencement Date	1 Oct 2006
Entry Point	The end flange of the No. 3 Tee Connection where it connects to valve no. V4 on the Balmoral-Brae Spoolpiece and constitutes the point where ownership of the Balmoral System and the Brae System changes between the Balmoral Group and the Brae Group respectively and the point where custody of Brenda/Nicol Pipeline Liquids is transferred from the Balmoral Group to the Brae Group.
Redelivery Point (s)	Forties System
Capacity / variation rights (y/n) and timing (3)	Yes, every quarter
Send or Pay / carry forward provisions (yes/no) / Duration	No
Priority rights during periods when service provision is reduced	Equal priority with other users.
Technical Requirements (4)	
Payment Structure (5)	Promptly following the last Day of each Month the Brae Operator shall invoice the Brenda/Nicol Operator in respect of the tariff payable
Tariff range for service provided (6)	24-27 pence per barrel (indexed 100% to PPI with base 1 October 2003 to 30 September 2004)
Range of any separate contribution to capex and opex	
Any other payment(s) with range and timing (7)	None
L&I/Risk Regime fundamentals	Mutual Hold Harmless, No consequential loss
Important Additional Data (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 e.g. oil, gas etc.*
4. *Should incl. relevant entry specs 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 (e.g. 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 [OwnerOilCo] as the service provider:*

- i. in good faith and without any liability*
- ii. without warranty, implied or express as to its accuracy or relevance of use by any other party*
- iii. without obligation to provide any further information in respect of the agreement/transaction to which the summary information relates, and*
- iv. without any obligation to provide access to infrastructure or services on the same terms and conditions*