

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: <i>CATS Processing Agreement for the processing of Everest/ Lomond Field Gas, dated 30th September 2008 (2 identical agreements)</i>	

Scope of Agreement/Responsibilities (refer to Note 1): CATS Parties provide the following main services: <ul style="list-style-type: none"> ▪ Accept gas from the Everest/ Lomond fields at the CATS Terminal ▪ Provide capacity and process shipper's gas at the CATS terminal ▪ Provide the shipper with allocation, attribution and reporting services in accordance with the CATS nomination and allocation procedures ▪ Re-deliver to shipper sales spec gas into the NTS; propane, butane and condensate ex-CATS terminal
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Key Provisions (refer to Note 2)	
Commencement Date	1 st October 08
Entry Point	CATS Terminal
Redelivery Point (s)	NTS entry point at Teesside for sales gas CATS processing terminal re-delivery points for propane, butane, condensate
Capacity/variation rights (Y/N) and timing (refer to Note 3)	None. Fixed capacity for 1 year, then agreement terminates
Send or Pay/carry forward provisions (Y/N)/Duration	Shipper pays for capacity booked.
Priority rights during periods when service provision is reduced	For firm capacity equal priority pro-rata with other users.
Technical Requirements (refer to Note 4)	In line with CATS Standard Specifications.
Payment Structure (refer to Note 5)	Monthly invoicing
Tariff range for service provided (refer to Note 6)	£4.5 - £5.2 per thousand cubic metres of capacity reserved. Increased tariff applies to excess gas above reservation.
Range of any separate contribution to capex and opex	£125,000 set up fee across the two agreements
Any other payment(s) with range and timing (refer to Note 7)	None
L&I/Risk Regime fundamentals	Mutual Hold Harmless for direct losses, except in the case of wilful misconduct; Mutual Hold Harmless for consequential loss; Shipper is liable for CATS costs following delivery of off-spec gas up to a capped amount per occurrence in aggregate between this agreement and the corresponding transportation agreement.

Important Additional Data (refer to Note 8)
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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 CATS 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.

