

## 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)).	<b>Ref:</b>
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<b>Agreement Title and Date:</b> Starling Field Transportation, Processing and Operational Services Agreement (Signed 9/3/06)
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<p><b>Scope of Agreement/Responsibilities (refer to Note 1):</b> Shell U.K. Limited as the Shearwater Operator shall provide the following main services (on behalf of the Shearwater Owners):</p> <p>To operate Starling Equipment, process Starling Substances on the Shearwater Platform and transport Starling Liquids to the Liquids Redelivery Point and Processed Starling Gas to the Gas Delivery Point.</p> <p>SEAL Pipeline Owners to transport Starling Attributed Gas from the Gas Delivery Point, procure such further processing thereof, to which the SEAL Pipeline Owners are entitled from time to time and redeliver Starling Attributed Gas at the Gas Redelivery Point.</p>
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<b>Key Provisions (refer to Note 2)</b>	
Commencement Date	9 <sup>th</sup> March 2006
Entry Point	Flange or weld at the base of the Starling Riser
Redelivery Point (s)	<b>Gas Redelivery Point:</b> Exit point or points at which gas leaves the SEAL Terminal <b>Liquids Redelivery Point:</b> Upstream flange on the Shearwater Wye-Assembly
Capacity/variation rights (Y/N) and timing (refer to Note 3)	Profile stated in contract
Send or Pay/carry forward provisions (Y/N)/Duration	Send or Pay - Yes
Priority rights during periods when service provision is reduced	Equal priority with other Shearwater Users
Technical Requirements (refer to Note 4)	Standard Shearwater entry specifications
Payment Structure (refer to Note 5)	Monthly Invoice
Tariff range for service provided (refer to Note 6)	1.4-2.0 pounds per barrel of liquids. 0.012-0.018 per m3 of Gas Indexation to PPI.
Range of any separate contribution to capex and opex	Tariff replaced by OPEX share post Jan 2014
Any other payment(s) with range and timing (refer to Note 7)	None
L&I/Risk Regime fundamentals	Mutual hold harmless

<b>Important Additional Data (refer to Note 8)</b>
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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 Shell U.K. Limited 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.

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<b>Agreement Title and Date:</b> Starling Field Over Shearwater Platform Installation and Tie-In Agreement (Signed 09/03/06)	

<b>Scope of Agreement/Responsibilities (refer to Note 1):</b> Shell U.K. Limited as the Shearwater Operator shall carry out work on the Shearwater Platform to modify existing Shearwater Equipment and install new equipment to facilitate the supply of services to the Starling Owners.  Shell U.K. Limited as Starling Operator shall design, construct and install the Starling Subsea Installations and the tie-in thereof.
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<b>Key Provisions (refer to Note 2)</b>	
Commencement Date	9 <sup>th</sup> March 2006
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)	Any facilities or systems to be provided and/or installed by the Starling Operator are compatible with the Shearwater equipment.
Payment Structure (refer to Note 5)	N/A
Tariff range for service provided (refer to Note 6)	N/A
Range of any separate contribution to capex and opex	Full reimbursement of costs incurred by the Shearwater Operator.
Any other payment(s) with range and timing (refer to Note 7)	N/A
L&I/Risk Regime fundamentals	Indemnity provided by Starling Owners capped at £50M (per incident)

<b>Important Additional Data (refer to Note 8)</b>
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- Notes:**
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  - (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.
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## Infrastructure Access Agreement Summary 2

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<b>Infrastructure Access Summary for :</b> Starling Field	

**Field Development:** Sub-sea tie-back to the Shearwater platform. Shearwater provides separation and control (TPOSA) services. Liquids to shore via FPS: Dry Gas transported via SEAL.

### Suite of Main Agreements (refer to Note 1)

<b>Ref :</b>	Commercial Arrangement / Agreement title
	Starling Field Over Shearwater Platform Installation and Tie-In Agreement (Signed 09/03/06)
	Starling Field Transportation, Processing and Operational Services Agreement Signed (09/03/06)

### Field Details:

<b>Field Name</b>	Starling Field
<b>Licence</b>	P012
<b>Block Number</b>	29/3a and 29/2b
<b>Operator</b>	Shell UK Limited
<b>Partners</b>	Shell UK Limited Esso Exploration and Production UK Limited

### Field Streams / Characteristics :

Stream	Crude oil	Gas	Condensate	NGLs	Produced Water
Relevant (Y/N)	N	Y	Y	Y	Y
Unique characteristics (refer to Note 2)	-	None	None	None	None
Reserves	-	200 bscf	7.3 mmstb	0.4 MM stb	0
Initial Rate	-	140 mmscf/d	10900 stb/d	600 stb/d	
Plateau	-	N.A.	N.A.	N.A.	
Plateau / Peak production	-	140 MMSct/d	10900 stbd	600 stbd	250 stbd

- Notes:**
- (1) Other agreements may exist e.g. pipeline crossings, confidentiality, but they do not materially impact risk-reward
  - (2) For example - low API, high H<sub>2</sub>S, High CO<sub>2</sub>, significant sand production, etc.

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