

# Revised Gas Lifting and Balancing Agreement

Hydrocarbon Management Workshop 2024

6 June 2024

Eystein Westgaard

### **GLBA: Gas Lifting and Balancing Agreement** - Regulatory framework

Joint Operating Agreement – Model Agreement

#### ATTACHMENT A TO AGREEMENT CONCERNING PETROLEUM ACTIVITIES PURSUANT TO PRODUCTION LICENCE NO XXX

#### ARTICLE 6. THE JOINT ASSETS

▲ 6.1 Each Party shall own an ideal share of the capital assets, including rights of any kind which have been acquired or developed by the Operator or by any of the Parties on behalf of the joint venture. This also applies to produced Petroleum which has not been disposed of by any Party.

The size of the ideal share is equal to the Participating interest.

#### VI. DISPOSAL OF PETROLEUM

#### ARTICLE 20. LIFTING OF OIL

20.1 Each Party has the right and obligation to take in kind and dispose of a share of the produced Oil, which shall be equivalent to his Participating interest.

The property right, and the liability and risk pertaining to the produced Oil, is transferred to the individual Party at a point of delivery which shall be determined by the management committee prior to the commencement of production.

#### ARTICLE 22. DISPOSAL OF NATURAL GAS

22.1 Each Party has the right and obligation to take in kind and dispose of a share of produced Natural Gas which shall be equivalent to its Participating interest.

The property right, and the liability and risk pertaining to the Natural Gas are transferred to the individual Party upon lifting at a delivery point which shall be determined by the management committee prior to commencement of production.

- 22.2 The Parties shall enter into a gas lifting and balancing agreement which is subject to approval by the Ministry prior to the commencement of production. For adoption of the gas lifting and balancing agreement, a unanimous vote by the management committee is required.
- No formal requirements to the GLBA other than to be approved by Ministry
  - Thereof, no formal requirements to the Gas Production Program





### **GLBA - background**

Why do we have "Gas Lifting and <u>Balancing</u> Agreements"?

- **1 Oct 2002**: Transition to <u>company-based</u> sales
  - Equinor press release, 2 Oct 2002:
    - As a result of the change, buyers can now negotiate with and order gas from any gas owner they wish.
    - Opportunities for licensees to produce their share of a field's reserves have been made more flexible.
- 1 Jan 2003: Gassled established
  - Most of the Norwegian gas transport systems in place at the time were combined in a large new joint venture (Gassled).



### GLBA: «Flex» or «Must Take»?

- Depending on Gas/Oil Ratio (GOR)
  - Dry Gas Fields with no/limited liquid production
  - Rich Gas Fields with liquid production
  - Oil Fields with associated Gas
- Based on "sound reservoir management"
  - Principle: Should not significantly impact oil production
- Is production capacity constraint or not?
  - Capacity > Permit
    - Real flexibility
  - Capacity = Permit
    - Flexibility? Only downward flex.
    - Unused capacity is "lost"

- -> Flex
- -> Flex or Must Take?
- -> Must Take



### **GLBA – Context**





### Production Planning RNB -> Production Permit -> Production Program

#### Production Permit

- Guidelines for production permit applications: «..based on the values for <u>saleable volumes</u> of petroleum reported for the **RNB**..» -> Oil, NGLs and Dry Gas
- Therefore, production permit given as saleable «Dry Gas» (40MJ/Sm3)=Energy

#### Gas Production Program (according to GLBA)

Shall be «within Permit»

Simplifie	ed example <sup>.</sup>							_			_	Balan	cing Location X	& Y
ompine	er example.					Production	Production					Production	Production	
						Permit	Permit					Program	Program	
						RNB Profile 1-14	RNB Profile 1-14		RNB Profile 15	RNB Profile 15		- Host	- Tie-in	
						- Host	- Tie-in		- Host	- Tie-in		(Field X)	(Field Y)	
Unconstrained Production				Capacity	Deferral	Actual Pr	oduction		Tie-in Agreement			Export/Lifting		
Year	Host	Tie-in	Hub	Hub	Host Tie-in	Host	Tie-in	Hub	Host	Tie-in	Hub	Host	Tie-in	Hub
1	100		100	100		100	0	100				100	0	100
2	100		100	100		100	0	100				100	0	100
3	90	30	120	100	-20	70	30	100	20	-20	0	90	10	100
4	75	20	95	100	5	80	20	100	-5	5	0	75	25	100
5	50	10	60	100	15	65	10	75	-15	15	0	50	25	75
6	25		25	100		25	0	25				25	0	25
_	440	60	500		0 0	440	60	500	0	0	0	440	60	500

RNB Guidelines: Commercial agreements between fields should be reported in RNB-file "Profile 15"



### Main updates/clarifications to revised GLBA

- **1**. "Gas" should include gas, received or delivered, resulting from agreements with tie-in fields
  - Field to field agreements (as reported in RNB "profile 15")
    - Gas transferred prior to lifting
  - Gas nominated to Gassco and lifted by the parties to the GLBA must include (net) gas originating from tie-in fields
- 2. "Gas" lifted at Balancing Location is Rich Gas (assuming a rich gas field)
  - Rich Gas export from Balancing Area according to measurement and allocation by field operator
  - Parties share of Rich Gas export is based on Dry Gas nominations to Gassco
- 3. Clarification regarding Operator data vs. Gassco data
  - <u>Gas Export</u> from Balancing Area is based on <u>Operator data</u>
  - Parties share of Gas lifted from Balancing Area is based on Gassco data
    - «Rich Gas Requirement» according to Gassco Operations Manual, Art. 2.4-2.5



# **GLBA (flex) - Rights and Obligations**

### Yearly

- Operator
  - Establish Gas Production Program
    - Based on sound reservoir management
      - Only link to oil production
    - Max production within Permit
      - Defines parties Annual Lifting Entitlement (ALE)
    - Estimated daily min production
    - Calculate Adjusted Lifting Interest (ALI)
- Parties
  - Shall nominate/lift within ALE

### Daily / (Weekly)

- Operator
  - Issue <u>Weekly Availability Forecast</u> (WAF) (max/min)
  - Based on sound reservoir management
  - Production within Permit
  - Inform parties if
    - 1. exceeding ALE, or
    - 2. not able to meet Min nomination
- Parties
  - <u>Nominate within daily Max/Min</u>
    - Subject to:
      - 1. not exceeding ALE, and
      - 2. not able to meet Min nomination
  - Consequences (loss of entitlement):
    - Daily Nom < Min: Deemed lifted (Shortfall)</li>
    - Cum. Underlift < Underlift Cap: **Reserve Loss**



### Gas Lifting at Balancing Location – Main Principles

Daily Gas Export at As allo Based Calcula	Balancing Lc cated by Op on metered ated in energ	ocation (Entry P erator (Mass an export sy	oint Gassled) d composition	n) <mark>co Imbalan</mark> • Co pe Do • Al	<ul> <li>Gassled Terms and Conditions – App. A, Operations Manual:</li> <li>"Gas Delivery Requirement" shall mean the actual quantities of Gas to be delivered from the Shipper's Field in order to meet the Shipper's nominations. The Shipper's Gas Delivery Requirement shall be calculated according to articles 2.4 and 2.5.</li> <li>Shipper's Gas Delivery Requirement in Area A, Area B and in Area E The Gas Delivery Requirement into Area A shall be the Gas Delivery Requirement at the Area D Entry Point D1 (Kårstø) according to article 2.5 multiplied with the Area C rich gas factor for the respective Field(s) and/or the Gas Delivery Requirement at the Area A Exit Point A2 and/or Area A Exit Point A3.</li> </ul>
Gas Delivery Requir Gas ne Calcula	ement to be eded to mee ated in energ	delivered to Ba et Daily Nomina y	lancing Locati tions as calcu	on lated by Ga	Operations Manual Page 7 of 47
Gas Litti	ig Accounts:				
	Lifting	Gas Delivery	Gassco	Gas	The <mark>Gas Delivery Requirement into Area B</mark> shall be <mark>the Gas Delivery</mark> Requirement at the Area D Entry Point D1 (Kårstø) according to article 2.5
Party	Interest	Requirement	Imbalances	Export	multiplied with the Area C rich gas factor for the respective Field(s) and/or the Gas Delivery Requirement at Exit Point B2.
А	40 %	12.0	3.2	15.2	
В	60 %	20.0	4.8	24.8	
Total	100 %	32.0	8.0	40.0	2.5 Shipper's Gas Delivery Requirement in Area D The Gas Delivery Requirement at the Area D Entry Point(s) shall be the Shipper's
Gas Deliv Gas Expo Gassco I Gassco I	very Requiren ort at Balancin mbalances by mbalances al	nent based on D ng Location r-difference located based of	aily Nominatio	ns st	<ul> <li>Daily Nominations at the Area D Exit Point(s) adjusted for;</li> <li>any part of Fuel Gas allocated to the Shipper in Area D,</li> <li>any part of the difference between the total sum of Gas metered at the Area D Entry Point(s) adjusted for the calculated change in Gas inventory in Area D, and the total sum metered at the Exit Point(s) including Area D Fuel Gas.</li> </ul>
Party's G	as Export at I	Balancing Locati	on		



### **Balancing - Adjusted Lifting Interest (ALI) formula**

Simplified ALI-formula:

$$ALI_A = LI_A + \frac{PU_A}{EUR * CP - CGE}$$

>  $ALI_A$ % =  $LI_A$ % + Party A's Underlift in % of remaining reserves

Example:

•	Lifting Interest:	LI <sub>A</sub> = 40%
•	Underlift:	PU <sub>A</sub> = 1
•	"Remaining Reserves"	EUR*CP-CGE = 100
$\triangleright$	Adj. Lifting Interest	$ALI_{A} = 41\%$

#### Where:

- ALI<sub>A</sub> = Party A's Adjusted Lifting Interest
- LI<sub>A</sub> = Party A's Lifting Interest
- PU<sub>A</sub> = Party A's Underlift (or Overlift)
- EUR = Estimated Ultimate Recovery
- CP = Convergence Point percentage (typically 95%)
- CGE = Cumulative Gas Export

 Flex period - Lifting according to Lifting Interest

 Balancing Point:
 Export has reached 60% of EUR

 Balancing period - Lifting according to <u>Adjusted</u> Lifting Interest

 Must Take Point:
 Export has reached 80% of EUR

 Must Take period - Lifting according to <u>Adjusted</u> Lifting Interest before CP and Lifting Interest after CP

This %-points should be assessed/reviewed based on field specific reservoir management



### **Summary**

- GLBA should include all Gas to be lifted by the parties
- Gas lifted is Rich Gas (assuming a Rich Gas field)
- Agree to use Gassco data to determine parties lifting
- Formulas can be simplified

- Goal revised GLBA:
  - A more transparent GLBA
    - Easier to use the commercial opportunities given by the GLBA
    - Better foundation for further development of GLBA



### **Supplementary slides**



### **Deemed lifted / Shortfall**

- Nomination of Gas <u>below daily minimum</u>:
  - Could potentially harm gas and liquid production and reserves
    - Penalty to a Party for nominating Gas below minimum (Deemed lifted -> Shortfall)
    - Such Shortfall penalty is
      - independent of any actual impact on reserves and production, and
      - independent on whether the gas is produced and exported at the Balancing Location or not
    - A Shortfall penalty <u>results in a loss of entitlement</u> to Gas to the Party incurring a Shortfall
    - Shortfall is redistributed to all Parties, including the Party incurring the loss, according to their respective Unit Interest

#### Calculating a Party's share of Shortfall (SF<sub>A</sub>):

 $\begin{array}{l} \mathsf{SF} = \mathsf{Max} \left[ 0; \mathsf{DMOQ} - \mathsf{TDN} \right] \\ \mathsf{DL}_{\mathsf{A}} = \mathsf{Max} \left[ 0; \mathsf{DMOQ}_{\mathsf{A}} - \mathsf{IDN}_{\mathsf{A}} \right] \\ \mathsf{DL} = \sum \mathsf{DL}_{\mathsf{i}} \\ \mathsf{SF}_{\mathsf{A}} = \left( \mathsf{DL}_{\mathsf{A}} \, / \mathsf{DL} \right) * \mathsf{SF} \end{array}$ 

Where:

DL₄ = Party A's Deemed Lifted Gas DL Sum Deemed Lifted Gas = SF = Shortfall SF₄ Party A's share of Shortfall = DMOO Daily Minimum Offtake Quantity = IDN/TDN Individual/Total Daily Nomination =

The Shortfall penalty imposed on the Parties lifting below their Daily Minimum Offtake Quantity (reduced entitlement) shall be redistributed to all Parties according to their Lifting Interest (increased entitlement).

Party A's Redistributed Shortfall:	$RSF_A = -SF * LI_A$
Party A's Net Shortfall:	$NSF_A = SF_A + RSF_A$
All Parties Net Shortfall:	NSF = 0

1)	SF = Max [0; DMOQ – TDN]						
2)	DL <sub>A</sub> = Max [0; DMOQ <sub>A</sub> - IDN <sub>A</sub> ]				1)	2) & 3)	4)
		Party	DMOQ	IDN/TDN	SF	DLi	SFi
3)	$DL = \sum_{i=1}^{n} DL_i$	А	50	38	$>\!\!\!\!\!\!\!\!\!\!\!\!\!\!\!\!\!\!\!\!\!\!\!\!\!\!\!\!\!\!\!\!\!\!\!\!$	12	10
	DLA	В	50	52	$\geq$	0	0
4)	$SF_A = \frac{D Z_A}{DL} * SF$	Total	100	90	10	12	10



### **Reserve Loss**

- Lifting of Gas below yearly Underlift Cap:
  - Could potentially harm Gas production and reserves
    - Penalty to a Party for lifting Gas below Underlift Cap (Reserve Loss)
    - Such Reserve Loss penalty is
      - independent of any actual impact on reserves and production, and
      - independent on whether the gas is produced and exported at the Balancing Location or not
    - A Reserve Loss penalty results in a loss of entitlement to Gas to a Party incurring a Reserve Loss
    - Reserve Loss is redistributed to all Parties, including the Party incurring the loss, according to their respective Unit Interest

#### Underlift Cap: PUC<sub>A</sub> = (EUR\*LI<sub>A</sub>-CGE<sub>A</sub>) \* UL \* (1-LI<sub>A</sub>)

#### Where:

- PUC<sub>A</sub> = Party A's Underlift Cap, 30 September in Calendar Year Y-1
- EUR = Estimated Ultimate Recovery
- CGE<sub>A</sub> = Party A's Cumulative Gas Export from production start up to and including 30 September in Calendar Year Y-1
- LI<sub>A</sub> = Party A's Lifting Interest
- UL = Underlift limit equal to 10 per cent

Adjusted Underlift:  $PAU_A = CGE^*LI_A - CGE_A - CSF_A - CRL_A$ 

#### Where:

- PAU<sub>A</sub> = Party A's Adjusted Underlift, 30 September in Calendar Year Y-1
- CGE = Cumulative Gas Export from production start up to and including 30 September in Calendar Year Y-1
- CSF<sub>A</sub> = Party A's cumulative Shortfall quantity up to and including 30 September in Calendar Year Y-1
- CRL<sub>A</sub> = Party A's cumulative Reserve Loss up to and including 30 September in Calendar Year Y-1 (For the sake of clarity: To calculate a Party's Reserve Loss on 30 September Y-1, CRL will be from 30 September Y-2. From October Y-1, the CRL will include RL on 30 September Y-1)

If PAU<sub>A</sub> is negative, then Party A has an Overlift. Sum of all Parties Overlift and Underlift shall be zero.

 $\begin{array}{l} RL_{A} = Max \left[ 0; PAU_{A} - PUC_{A} \right] \\ RL = \sum RL_{i} \end{array}$ 

#### Where:

- RL<sub>A</sub> = Party A's Reserve Loss for Year Y-1 RL = Total Reserve Loss
- RL = I otal Reserve Loss
- Party A's Redistributed Reserve Loss: $RRL_A = RL * LI_A$ Party A's Net Reserve Loss: $NRL_A = RL_A + RRL_A$ All Parties Net Reserve Loss:NRL = 0

#### **Revised Reserve Loss:**

#### Cap:

Do not include adjustment for Deemed lifted/Shortfall in Cap because it could lead to a "double counting" of Shortfall, first a reduction in entitlement as Shortfall and then again as a reduction in entitlement as Reserve Loss.

#### Adjusted Underlift:

Only include in Adjusted Underlift "gross" cum. Shortfall and "gross" cum. Reserve Loss. These elements are controlled by each party themselves. "Net" Shortfall and "Net" Reserve Loss could potentially be negative numbers (increasing entitlement and underlift) caused be other parties Shortfall and Reserve Losses and result (theoretically) in a Reserve Loss for a party always lifting maximum.

#### Underlift Limit:

By simplifying "Underlift Cap" and "Adjusted Underlift" (but still complicated), focus should be on setting correct Underlift Limit (UL).



## **Overlift and Underlift**

- basis for Adjusted Lifting Interest and balancing

A Party's entitlement to Cumulative Gas Export (CGE) is always the sum of:

	Party A's Cumulative Gas Export:	CGE <sub>A</sub>
+	Party A's Overlift/Underlift:	PU <sub>A</sub>
+	Party A's cumulative Net Shortfall:	CNSFA
+	Party A's cumulative Net Reserve Loss:	CNRLA
=	Party A's entitlement to Cum. Gas Export:	CGE*Ū <sub>A</sub>

Therefore, a Party's Overlift or Underlift is always: PU<sub>A</sub> = CGE\*LI<sub>A</sub> - CGE<sub>A</sub> - CNSF<sub>A</sub> - CNRL<sub>A</sub>

IF  $PU_A > 0$ , then Underlift. IF  $PU_A < 0$ , then Overlift.

#### And:

 $LI_A = (CGE_A + PU_A + CNSF_A + CNRL_A) / CGE$ 

Where: Net Shortfall: A party's net "Deemed lifted" quantity Net Reserve Loss: A party's net Reserve Loss quantity



### **Balancing - Adjusted Lifting Interest (ALI) formula**

Old ALI-formula:

$$ALI_{A} = \frac{EURD * CP * LI_{A} - CGE_{A} - CSF_{A} - CNRL_{A}}{EURD * CP - CGE - CSF}$$

New ALI-formula:

$$ALI_{A} = \frac{(EUR * CP * LI_{A} - CGE_{A}) - CNSF_{A} - CNRL_{A}}{EUR * CP - CGE} = LI_{A} + \frac{PU_{A}}{EUR * CP - CGE}$$

Only one minor adjustment from old formula, removed CP multiplier from DL\*CP

> ALI% = LI% + party's Underlift in % of remaining reserves

- > Example:
  - LI<sub>A</sub> = 40%, PU<sub>A</sub> = 1, EUR\*CP-CGE = 100 ("remaining reserves")
  - ALI<sub>A</sub> = 41%

Calculation:  $ALI_A = [PU_A / (EUR*CP - CGE)] + LI_A$  $PU_A = CGE*LI_A - CGE_A - CNSF_A - CNRL_A$ 

 $\begin{aligned} ALI_A &= [CGE^*LI_A - CGE_A - CNSF_A - CNRL_A / (EUR^*CP - CGE)] + LI_A \\ ALI_A &= [CGE^*LI_A - CGE_A - CNSF_A - CNRL_A / (EUR^*CP - CGE)] + \{LI_A^* (EUR^*CP - CGE) / (EUR^*CP - CGE)\} \\ ALI_A &= [CGE^*LI_A - CGE_A - CNSF_A - CNRL_A + LI_A^* (EUR^*CP - CGE)] / (EUR^*CP - CGE) \\ ALI_A &= (-CGE_A - CNSF_A - CNRL_A + LI_A^* EUR^*CP) / (EUR^*CP - CGE) \\ ALI_A &= [EUR^*CP^*LI_A - CGE_A - CNSF_A - CNRL_A] / (EUR^*CP - CGE) \end{aligned}$ 

ALI: Adjusted Lifted Interest EURD: Estimated Ultimate Recovery, plus Deemed Lifted quantity (Shortfall) CGE: Cum. Gas Export CSF: Cum. Shortfall CNRL: Cum. Net Reserve Loss CP: Convergence Point percentage (typically 95%)

EUR: Estimated Ultimate Recovery CNSF: Cum. Net Shortfall

 Flex period - Lifting according to Lifting Interest

 Balancing Point:
 Export has reached 60% of EUR

 Balancing period - Lifting according to Adjusted Lifting Interest

 Must Take Point:
 Export has reached 80% of EUR

 Must Take period - Lifting according to Adjusted Lifting Interest before CP and Lifting Interest after CP

This %-points should be assessed/reviewed based on field specific reservoir management

Insert PU in ALI-formula Multiply 2<sup>nd</sup> term with common denominator Common denominator