

**THIS DEED** is made the 31st day of March 2021

**AMONGST**

Those companies listed in Schedule 1.

**WHEREAS:**

- (A) The Parties to this Deed (the “**Flight Sharing Deed**”) are the companies listed in Schedule 1 (as amended from time to time). The Parties are operators of or service providers to oil and gas Installations in the United Kingdom Continental Shelf or Helicopter Contractors;
- (B) Each of the Operators (as hereinafter defined) charter Helicopters for the provision of air logistics services in connection with operation of Installations, from one or more of the Helicopter Contractors;
- (C) The Parties wish to make arrangements for flight sharing for a five (5) year period (“**Flight Sharing**”); and
- (D) As part of such arrangements, the Parties wish to enter into this Deed to establish the terms between them relating to Flight Sharing.

**NOW IT IS AGREED AS FOLLOWS**

**1 Definitions and Interpretation**

1.1 In this Deed the following definitions shall apply:

“**Administration Charge**” means the administration charge detailed in Clause 1 of Schedule 6.

“**Administration Service**” means the services outlined in Schedule 3 below.

“**Administrator**” means the person appointed to act as administrator of this Deed, which, at the date hereof, is LOGIC (Leading Oil & Gas Industry Competitiveness), a company limited by guarantee incorporated in Scotland (SC199292) and having its registered office at Annan House 33-35 Palmerston Road 4th Floor, Aberdeen, Scotland, AB11 5QP, or any duly appointed successor.

“**Ad-hoc Agreement**” means an agreement for the provision of passengers and cargo helicopter services between the Parties listed in Schedule 2, which provides for non-exclusive/pay-as-you-go arrangements and terms and conditions.

**“Affiliate”** means in relation to a Party, any subsidiary or parent or holding company of any company or any other subsidiary of such parent or holding company. For the purpose of this definition, “subsidiary” and “holding company” shall have the meanings assigned to them under section 1159 and schedule 6 of the Companies Act 2006, and a company shall be treated, for the purposes only of the membership requirement contained in subsections 1159(1)(b) and (c), as a member of another company even if its shares in that other company are registered in the name of (a) another person (or its nominee) whether by way of security or in connection with the taking of security or (b) its nominee.

**“Business Day”** means any day (other than a Saturday or a Sunday) on which the banks in Aberdeen are open for normal business.

**“Cargo”** means any equipment, baggage, mail or other goods, or property packaged and stored and transported on a Helicopter, which is transported on a Shared Flight by or on behalf of a Sharer or a Sharee.

**“Charter Agreement”** means any one of the charter agreements between the Parties set out in Schedule 2 that provides for exclusive use in return for a Monthly Standing Charge.

**“Claim”** means any claim, demand, cause of action, judgement, loss, expense, proceeding, penalty, award of damage or liability (including, without limitation, legal expenses and sums paid by way of settlement and compromise).

**“Co-Venturer”** means in respect of any Party who is an operator of oil and gas installation(s), any company who is party to a joint operating agreement or unitisation agreement or similar agreement relating to the operations for which the Shared Flight is being performed, and the successors in interest or permitted assignee of any interest of such Co-Venturer.

**“Deck Time”** means time spent on Installations.

**“Deed”** means this Flight Sharing Deed.

**“Deed of Adherence”** means a deed substantially in the form set out in Schedule 4;

**“Diversion Time”** means the time taken for a Helicopter to deviate from its normal and scheduled flight path to accomplish the Shared Flight and equates to the excess time taken to complete the Shared Flight compared to the original estimated time.

**“Flight Sharing”** shall have the meaning set out in recital (C) hereto.

**“Helicopter”** means any rotary winged aircraft (which is capable of hovering, vertical and horizontal flight, in any direction), contracted from time to time by a Sharer for use in accordance with its Relevant Helicopter Agreement.

**“Helicopter Contractor”** means any of the persons or companies referred to as Helicopter Contractor in Schedule 1, Part B hereto or their Affiliates and/or any signatory to this Deed joining through a Deed of Adherence as a Helicopter Contractor or their Affiliates and who are party to a Relevant Helicopter Agreement.

**“Indemnity and Hold Harmless Agreement Concerning the Sharing of Helicopter Services”** means the indemnity and hold harmless agreement concerning the sharing of helicopter services between *inter alia* the Operators dated 1 April 2006.

**“Installation”** means a location offshore, situated within the United Kingdom Continental Shelf, which may be fixed or moveable, and which has facilities upon which a Helicopter may land (including, without limitation, a fixed installation, a floating production storage and offloading system, a drilling rig, a seismic vessel, a diving vessel, a shuttle tanker, a loading buoy, a construction/pipelay vessel, a survey vessel, a normally unmanned installation and an accommodation barge), or any other object situated offshore whether fixed or floating and intended for or being utilised for the purpose of all Operator’s activities associated with offshore activities.

**“Monthly Standing Charge”** means the monthly rate charged by a Helicopter Contractor for the provision of a sole use Helicopter.

**“New Party”** shall have the meaning set out in Clause 10.1.

**“Operator”** means any of the companies referred to as Operator in Schedule 1 Part A hereto and any signatory to this Deed joining through a Deed of Adherence as an Operator.

**“Party” or “Parties”** means any of the persons or companies listed in Schedule 1 hereto and any signatory to this Deed joining through a Deed of Adherence, but for the avoidance of doubt does not include the Administrator.

**“Passenger” or “Passengers”** means any person or persons during the period commencing when the said person enters the Helicopter prior to a Shared Flight, up to the time the said person and his personal luggage and belongings are outwith the area covered by the Helicopter’s rotor blades after disembarking from the Helicopter (but, for the avoidance of doubt, shall not include the Helicopter crew, a Helicopter Contractor or their directors, officers, employees or invitees).

**“Payload Restrictions”** means restrictions on the availability of space for Passengers and/or Cargo which can be carried on a Shared Flight or potential Shared Flight.

**“Relevant Helicopter Agreement”** means the applicable Charter Agreement or applicable Ad-hoc Agreement entered into by an Operator and a Helicopter Contractor listed in Schedule 2 as amended from time to time.

**“Remaining Party”** means any Party to this Deed.

**“Shared Flight”** means any Helicopter flight, in which a Helicopter is directly en route to collect, and/or is carrying, Passengers and/or Cargo of more than one Party between the United Kingdom and Installations or between Installations.

**“Sharer”** means in relation to a Shared Flight, the Party who has chartered the flight from one of the Helicopter Contractors pursuant to the terms of a Relevant Helicopter Agreement.

**“Sharee”** means in relation to a Shared Flight, any Party (other than a Helicopter Contractor or Sharer) whose Passenger and/or Cargo are carried on a flight chartered by another Operator.

**“United Kingdom Continental Shelf”** means the single offshore licensing area pertaining to the United Kingdom.

**“Vantage POB”** means the shared personnel on board software system of that name.

- 1.2 The construction of this Deed and the Schedules hereto shall not be affected by any heading.
- 1.3 References in this Deed to Clauses and the Schedules are, unless otherwise specified, references to clauses of and the schedules to this Deed.
- 1.4 References to this Deed include a reference to the recitals and the Schedules.
- 1.5 References in this Deed to the singular includes a reference to the plural and vice versa and reference to a person shall include a reference to any company and any unincorporated body or association as well as any legal or natural person.

## 2 **Flight Sharing**

- 2.1 Flight Sharing shall be carried out in accordance with the terms of this Deed.

- 2.2 Logistics and flight booking shall be in accordance with the Vantage POB system and/or Sharer's procedures and the Sharer shall be responsible for advising the Helicopter Contractor of the necessary Passenger and/or Cargo details.
- 2.3 The maximum allowable Diversion Time caused by a Shared Flight will be forty-five (45) minutes, including Deck Time, subject to agreement between the relevant Operator and Helicopter Contractor. The minimum chargeable Diversion Time caused by a Shared Flight will be fifteen (15) minutes.
- 2.4 The Helicopter Contractor shall have the right to decline a share if the proposed Shared Flight in the Helicopter Contractor's view is likely to have detrimental impact on pre-scheduled operations or on any other reasonable grounds.
- 2.5 With the exception of disaster, medical emergency and risk of disaster, the Sharer shall have the right to decide on seat allocation should there be Payload Restrictions.
- 2.6 Pilot experience will be in accordance with the Sharer's Relevant Helicopter Agreement.
- 2.7 Cargo policy, alcohol and drug and passenger weighing policies and procedures shall be in accordance with the Sharer's Relevant Helicopter Agreement.

### **3 Operator's Obligations**

- 3.1 The Operators shall ensure that all safety equipment (and the training and use thereof) is compatible between Sharer and Sharee.
- 3.2 The Operators shall ensure that adverse weather policies and procedures are compatible between Sharer and Sharee.

### **4 Payment**

- 4.1 Payment terms and invoicing procedures shall be in accordance with the Relevant Helicopter Agreement of the Sharer.
- 4.2 In addition to the payment terms agreed in the Relevant Helicopter Agreement the Sharer shall compensate the Helicopter Contractor for conducting and administering Shared Flights in accordance with the provisions of Schedule 6.
- 4.3 The Helicopter Contractor will invoice the Sharer directly for the entire Shared Flight. The Sharer will be responsible for making payment of same in accordance with the payment provisions in the applicable Sharer's Relevant Helicopter Agreement.

4.4 The Sharee(s) shall pay their contribution of the payment due in relation to the Shared Flight to the Sharer in accordance with the provisions of Schedule 6.

## 5 **Commencement, Effective Date and Duration**

5.1 On and from the date first written above, Clauses 1, 5, 6, 8, 9, 10, 11, 12, 13, 14, 15, 16 and 17 only shall be effective amongst and binding upon the Parties which have executed this Deed.

5.2 Notwithstanding the date of this Deed, the remaining provisions of this Deed, together with the Clauses set out in Clause 5.1 above, shall be effective amongst and binding upon the Parties on and from 00.00hrs on 1<sup>st</sup> April 2021 (the “**Effective Date**”) and shall, unless terminated earlier in accordance with this Deed, continue for a period of five (5) years (the “**Period**”).

5.3 In the six (6) months prior to the end of the Period the Parties will consider whether to extend Flight Sharing or permit the expiry of Flight Sharing. If the Parties elect to extend Flight Sharing, the terms and conditions of such new arrangement shall be agreed between the Parties.

## 6 **Confidentiality**

6.1 Each Party shall maintain the confidentiality of any financial or proprietary information and the terms of any Relevant Helicopter Agreement relating to any of the other Parties, which they obtain access to through this Deed.

## 7 **Indemnities**

7.1 In respect of indemnities and liabilities to apply between the Sharer and the relevant Helicopter Contractor, the terms of the Relevant Helicopter Agreement between the Parties shall apply to the Shared Flight.

7.2 In respect of indemnities and liabilities to apply as between each Sharee and the relevant Helicopter Contractor, the terms of each Relevant Helicopter Agreement between the individual Sharee and the Helicopter Contractor shall apply to Shared Flights.

7.3 In respect of indemnities and liabilities to apply as between each Sharer and respective Sharee, the provisions of the Indemnity and Hold Harmless Agreement Concerning the Sharing of Helicopter Services shall apply as between Sharers and Sharees.

## 8 **Assignment**

- 8.1 No Party may assign this Deed or any part of it or any benefit or interest in or under it other than to an Affiliate without the prior written consent of all the other Parties, such consent not to be unreasonably withheld or delayed.

## 9 **The Administrator**

- 9.1 The Parties at the date hereof shall each grant a power of attorney substantially in the same form as set out in Schedule 5 hereof for the purpose of appointing the Administrator (or a third party appointed by the Administrator) as its attorney to execute any Deed of Adherence on its behalf.
- 9.2 The actions and services which the Administrator provides shall include those actions and services set out in the Administration Service. The Parties agree that, subject to Clause 9.3, the Administrator shall have no liability whatsoever in respect of a performance, mis-performance or non-performance of the Administration Service or otherwise in connection with this Deed and each Party shall defend, indemnify and hold harmless the Administrator against any and all Claims incurred by that Party arising from, out of, or relating to any such performance, mis-performance or non-performance or otherwise in connection with this Deed, irrespective of the negligence or breach of duty (statutory or otherwise) of the Administrator or any person acting on its behalf.
- 9.3 Where any Party reasonably believes that the Administrator is not performing its duties and obligations under this Deed to a reasonably acceptable level of competence, such Party may send written notice (the “**Notice**”) to each of the other Parties, at the addresses specified in Schedule 1 (as amended from time to time), requesting that the Administrator be replaced, and include details of such non-performance and of a proposed replacement for the Administrator, including an estimate of any fees which will be charged by the replacement administrator.
- 9.4 If, within thirty (30) days of sending the Notice, that Party has received written responses from a majority of the Parties at that time agreeing that the Administrator should be replaced with the replacement administrator proposed in the Notice, then, subject to Clause 9.5, the Administrator shall be duly notified of the replacement to be made.
- 9.5 If the proposed replacement administrator is unwilling or unable to act as Administrator under the Deed, the Administrator shall continue to act in that capacity until a majority of the Parties agree, in writing, on the identity of another replacement administrator, and such person agrees to act in the capacity of Administrator and to be bound by the terms and conditions of this Deed.

## 10 **New Parties**

- 10.1 Any new party wishing to become a Party to this Deed after the date hereof (a “**New Party**”) will only be permitted to join the Flight Sharing if it complies with this Clause 10.
- 10.2 Any New Party shall execute a Deed of Adherence substantially in the same form as set out in Schedule 4 hereof which shall include the appointment of Administrator (or a third party appointed by the Administrator) as the New Party’s attorney to execute any subsequent Deeds of Adherence on its behalf for the purpose of admission of any further third party desiring to become a New Party.
- 10.3 Notwithstanding Clauses 10.1 and 10.2, where a New Party will become an Operator upon signing the Deed of Adherence, that New Party must:
- 10.3.1 have executed the Indemnity and Hold Harmless Agreement Concerning the Sharing of Helicopter Services or deed of adherence in respect thereof; and
- 10.3.2 have entered into an applicable Charter Agreement or applicable Ad-hoc Agreement with each Helicopter Contractor on whose Shared Flights it intends to become a Sharer.

## 11 **Entire Agreement**

- 11.1 Except where expressly provided otherwise in this Deed, this Deed constitutes the entire agreement between the Parties in connection with its subject matter and cancels and supersedes all prior negotiations, agreements, representations, understandings and undertakings solely related to the subject matter of this Deed.

## 12 **Waiver**

- 12.1 Any relaxation, forbearance, indulgence or delay (together “**indulgence**”) of any Party in exercising any right shall not be construed as a waiver by that Party of the right and shall not affect the ability of that Party subsequently to exercise that right or to pursue any remedy, nor shall any indulgence constitute a waiver of any other right whether against that Party or any other person.

## 13 **Amendment**

- 13.1 Subject to Clauses 10, 13.2 and Schedule 3, any amendment or variation to this Deed shall only be valid if made by the Parties in writing and signed by all the Parties.
- 13.2 Notwithstanding Clause 13.1 above:

13.2.1 Schedule 1 hereto which sets out the names and notice details of the Parties, shall be amended from time to time by the Administrator (pursuant to the Administration Service set out in Schedule 3) to take account of New Parties and changes in a Party's details.

13.2.2 Schedule 2 hereto which sets out the details of the Relevant Helicopter Agreements, shall be amended from time to time by the Administrator (pursuant to the Administration Service set out in Schedule 3) to take account of new or replacement Relevant Helicopter Agreements as may be advised to the Administrator by Operators.

13.2.3 Schedule 6 hereto may be amended from time to time in the manner provided for in the said Schedule 6.

#### **14 Notices**

14.1 Any notices given pursuant to this Deed shall be given in writing and delivered by hand or by first class post or email to the relevant address, and marked for the attention of the person, specified in Schedule 1 as updated from time to time by the Administrator in accordance with the Administration Services.

14.2 Such notices shall be effective:

14.2.1 if delivered by hand, at the time of delivery, or if delivered by hand after 5pm, on the first Business Day following the date of delivery; or

14.2.2 if sent by first class post at the beginning of the third Business Day after the date of posting; or

14.2.3 if sent by email, upon receipt of a valid read receipt or other acknowledgement from the recipient.

#### **15 Governing Law**

15.1 This Deed and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English law. The Parties hereby irrevocably submit to the exclusive jurisdiction of the Courts of England to settle all and any disputes (contractual or non-contractual) that may arise out of or in connection with this Deed.

#### **16 Contracts (Rights of Third Parties) Act 1999**

16.1 Except as provided in Clauses 16.2, nothing in this Deed is intended to confer on any person who is not a Party any right to enforce any term of this Deed.

16.2 The Parties intend that the benefits of indemnities given in favour of the Administrator in Clause 9.2 of this Deed are enforceable by the Administrator.

16.3 Notwithstanding Clause 16.2, this Deed may be rescinded, amended or varied by the Parties without notice to or the consent of any third party even if, as a result, that third party's right to enforce a term of this Deed will be varied or extinguished.

## 17 Counterparts

17.1 This Deed may be executed in any number of counterparts with the same effect as if the signatures were upon a single engrossment of this Deed. Each counterpart shall constitute an original of this Deed, but all counterparts shall together constitute one and the same instrument.

**IN WITNESS WHEREOF** the Parties (excluding the Administrator) have caused this Deed to be executed and delivered as a deed the day and year first written above.

EXECUTED as a DEED

[Available to signatory contacts only]

## **SCHEDULE 1**

### **The Parties and details for Notices**

#### **Part A – Operators**

[Available to signatory contacts only]

#### **Part B – Helicopter Contractors**

[Available to signatory contacts only]

## SCHEDULE 2

### RELEVANT HELICOPTER AGREEMENTS

The below listed contracts are the relevant helicopter agreements (the “**Relevant Helicopter Agreements**”) for the purpose of this Deed at the date of execution.

Where an Operator enters into a new Charter Agreement or Ad-hoc Agreement, that new Charter Agreement or Ad-hoc Agreement shall supersede any previous listed Charter Agreement or Ad-hoc Agreement in this Schedule 2 as that Operator’s Relevant Helicopter Agreement.

[Available to signatory contacts only]

## **SCHEDULE 3**

### **The Administration Service**

The Administrator shall provide certain services including, without limitation, services in connection with the following:

1. Signature of the Flight Sharing Deed

For the duration of the Flight Sharing Deed, New Parties shall be requested to execute a Deed of Adherence and each person signing a Deed of Adherence will become bound when the Deed of Adherence, which it has executed, is received and dated by the Administrator.

2. Records, Notices and Web Site

(a) The Administrator shall maintain and administer the “web site” which lists the Parties to the Flight Sharing Deed and shall list the Relevant Helicopter Agreements.

(b) The Administrator shall without charge, update Schedule 1 and Schedule 2 and the “web site” from time to time, and in any event as soon as reasonably practicable after any changes to the identity of the Parties and shall make the “web site” accessible to each Party.

## SCHEDULE 4

### Deed of Adherence

**THIS Deed of Adherence** is made the [ ] day of [ ]

BETWEEN:

(1) The Administrator on behalf of the Existing Parties; and

(2) [ ] a company organized and registered under the laws of [ ] under number [ ] whose registered office is at [ ] (the "**Adhering Party**").

WHEREAS:

(A) This Deed of Adherence is entered into pursuant to Clause 10 of a flight sharing agreement dated [ ] 2021, a copy of which is attached hereto (the "**Flight Sharing Deed**").

(B) The Adhering Party wishes to become a party to the Flight Sharing Deed and enters into this Deed of Adherence pursuant to and for the purposes of Clause 10 of the Flight Sharing Deed so as to take effect in accordance with the terms thereof.

NOW THIS DEED WITNESSES as follows:

1. Terms defined in the Flight Sharing Deed shall (unless otherwise defined herein) have the same meaning in this Deed of Adherence:

- a. **“Existing Parties”** means the Parties to the Flight Sharing Deed immediately prior to the execution of this Deed of Adherence.
2. The Adhering Party hereby agrees to participate in and be bound by all provisions of the Flight Sharing Deed in all respects as if it were a Party.
3. In consideration of the Adhering Party agreeing to be bound by the provisions of the Flight Sharing Deed, each Existing Party hereby agrees to be bound to the Adhering Party as if the Adhering Party were a Party with effect from the date hereof.
4. For the purposes of Clause 7.1 of the Flight Sharing Deed, the Adhering Party’s Relevant Helicopter Agreements are:  
[...]
5. The Adhering Party hereby appoints the Administrator to be its attorney for the sole purpose of entering into, on its behalf and in its name, a Deed of Adherence with New Parties pursuant to Clause 10 of the Flight Sharing Deed. The Adhering Party hereby authorizes the Administrator to execute on its behalf the Deed of Adherence with New Parties and to amend the Schedules to the Flight Sharing Deed accordingly. Subject to Clause 9.3 of the Flight Sharing Deed, the Administrator shall have no liability whatsoever in respect of any performance, mis-performance or non-performance of its function as attorney hereunder and each Party shall defend, indemnify and hold harmless the Administrator against any and all claims arising from, out of, or relating to any such performance, mis-performance or non-performance, irrespective of the negligence or breach of duty (whether statutory or otherwise) of the Administrator or any person acting on its behalf.
6. This Deed of Adherence may be executed in any number of counterparts and it is recognized by the Parties and the Adhering Party that each counterpart is an original but that all counterparts together constitute one and the same instrument.

7. This Deed of Adherence and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English law and each of the Existing Parties and the Adhering Party hereby irrevocably submits to the exclusive jurisdiction of the English courts to settle all and any disputes (contractual or non-contractual) that may arise out of or in connection with this Deed of Adherence.

IN WITNESS of which the Existing Parties, by their attorney the Administrator, and the Adhering Party have executed this instrument as a Deed and have delivered it upon dating it or it being dated.

Executed as a deed by the Administrator (as attorney on behalf of the Existing Parties) as follows:  
the common seal of the Administrator was affixed to this Deed in the presence of  
[  
Administrator ] as authorised by the board of directors of the  
Administrator  
..... [AFFIX SEAL]  
Authorised signatory

EXECUTED and DELIVERED as a DEED on behalf of [ADHERING PARTY] by:

.....  
Director

.....  
Director/Secretary/Witness

For witness only:  
Full name:  
Address:  
Occupation:

## SCHEDULE 5

### Power of Attorney

**BY THIS POWER OF ATTORNEY** made this \_\_\_\_\_ day of

[ \_\_\_\_\_ ]

[ \_\_\_\_\_ ], a company organised and registered under the laws of [ \_\_\_\_\_ ] under company number [ \_\_\_\_\_ ] whose registered office is at [ \_\_\_\_\_ ] (the “**Company**”) hereby appoints LOGIC (Leading Oil & Gas Industry Competitiveness), a company limited by guarantee (company number SC199292) and having its registered office at Annan House 33-35 Palmerston Road 4th Floor, Aberdeen, Scotland, AB11 5QP (the “**Administrator**”) to be its true and lawful attorney and representative for the sole purposes of entering into, on its behalf and in its name, one or more Deed of Adherence with New Parties pursuant to Clause 10 of the Flight Sharing Deed copy of which is attached hereto) and to amend Schedule 1 to include the names of any New Party.

Terms defined in the Flight Sharing Deed shall (unless otherwise defined herein) have the same meaning in this Power of Attorney and Clause 15 (*Governing Law*) of the Flight Sharing Deed shall equally apply to this Power of Attorney.

The Administrator shall have the right to delegate some or all of its powers under this Power of Attorney to a third party that the LOGIC Board may from time to time authorize. Subject to Clause 9.3 of the Flight Sharing Deed, the Administrator shall have no liability whatsoever in respect of any performance, misperformance or non-performance of its function as attorney hereunder and the Company shall defend, indemnify and hold harmless the Administrator against any and all Claims arising from, out of, or relating to any such performance, misperformance or non-performance, irrespective of the negligence or breach of duty (whether statutory or otherwise) of the Administrator or any person acting on its behalf.

AND the Company hereby undertakes to ratify and confirm anything lawfully done or caused to be done by the said Administrator acting in good faith in the exercise of the powers hereby conferred whether done before or after the date hereof. For the purposes of this undertaking any revocation (by whatever means) of any of the powers hereby conferred shall be deemed ineffectual until such revocation becomes known to the Administrator purporting to exercise this Power of Attorney.

AND the Company hereby declares that this Power of Attorney shall be irrevocable for the duration of the Flight Sharing Deed except in the event that the Administrator is replaced pursuant to the terms of the aforesaid Flight Sharing Deed.

**In witness whereof the Company has executed and delivered this Power of Attorney as a deed by its duly appointed corporate officers the date and year first above written.**

**EXECUTED AND DELIVERED AS A DEED by**

[REDACTED]

on being signed by:

.....

.....  
Director/Authorised Signatory

In the presence of:

Signature of witness: .....

Name: .....

Address: .....

.....

Occupation: .....

## SCHEDULE 6

### Rates and Compensation Applicable to Shared Flights

#### 1 Administration Charge

1.1 The Helicopter Contractor shall charge a single administration charge of £220.00 per Shared Flight.

#### 2 Diversion Time

2.1 All Diversion Time associated with any Shared Flight shall be charged in accordance with the Relevant Helicopter Agreement referred to in Schedule 2 hereto.

2.2 The Sharee shall compensate the Sharer for the Diversion Time incurred at one of the following per hour rates:

TYPE	CHARTER AGREEMENT	AD-HOC
AW139	£3,250	£3,750
AW189	£3,500	£4,000
EC155	£3,000	£3,500
H175	£3,500	£4,000
H225	£5,100	£5,600
S76c++	£3,250	£3,750
S92	£5,100	£5,600

#### 3 VAT

3.1 All chargeable fees are stated exclusive of VAT which will be added at the rate prevailing at the time of billing.

#### 4 AMENDMENT

4.1 The Administration Charge and the rates set out in Clause 2.2 of this Schedule 6 may be amended from time to time to reflect market rates on the written consent of the majority of the Parties to the Deed at the time of the proposed amendment and shall be effective upon written notice being sent to all Parties in accordance with Clause 14 of this Deed.

## 5 Worked Examples

### 5.1 Example A:

**Sharer has a Charter Agreement with Helicopter**

**Contractor Helicopter Contractor Invoice to Sharer**

**Sharer has AW189 aircraft on a monthly standing charge contract with Helicopter Contractor**

Sharer Monthly Standing Charge - £contracted  
rate Sharer Flying Hour Charge - £contracted  
rate Sharee Pax – 1 x outbound / 2 x inbound  
Aircraft Type – AS332L2 Sharer/Sharee  
Diversion Rate - £3,500

Diversion Time – 0:30 minutes

#### **Helicopter Contractor Invoice to Sharer**

Diversion time \* Flying hour rate = 0:30 \* £contracted rate  
Flight share Admin fee = £220

Total Invoice Value = £220 + 0:30 \* £contracted rate + all 3<sup>rd</sup> party charges that would have be applicable, i.e. landing fees, navigational charges, pax charges, etc

#### **Sharer Invoice to Sharee**

Diversion time \* Flying hour rate = 0:30 \* £3,500 =  
£1,750 Flight share Admin fee = £220

Total Invoice Value =

£1,970 5.2 Example B:

**Sharer has an Ad Hoc Contract with Helicopter Contractor**

Sharer Flying Hour Charge - £contracted rate

Sharee Pax – 1 x outbound / 1 x inbound

Aircraft Type – AS332L2

Sharer/Sharee Diversion Rate - £4,000

Diversion Time – 0:15 minutes

### **Helicopter Contractor Invoice to Sharer**

Diversion time \* Flying hour rate = 0:15 \* £contracted rate

Flight share Admin fee = £220

Total Invoice Value = £220 + 0:15\* £contracted rate + all 3<sup>rd</sup> party charges that would have be applicable, i.e. landing fees, navigational charges, pax charges, etc

### **Sharer Invoice to Sharee**

Diversion time \* Flying hour rate = 0:15 \* £4,000 = £1,000

Flight share Admin fee = £220

Total Invoice Value = £1,220