

THIS DEED is made the day of 2016

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 7.

“**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 and Gas Industry Competitiveness), a company limited by guarantee (SC199292) and having its registered office at 3rd Floor, The Exchange 2, 62 Market Street, Aberdeen AB11 5PJ, 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 holding company or subsidiary (as defined in section 1162 of the Companies Act 2006) of the Party, and any subsidiary of any such holding company.

“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, reasonable 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 Offshore Logistics.

“Deed” means this Flight Sharing Deed.

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

“Deed of Release” means a deed substantially in the form set out in Schedule 6;

“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.

“Hourly Flying Rate” means the hourly flying charge including fuel charged by the Helicopter Contractor in conjunction with a Monthly Standing Charge.

“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).

“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 11.1.

“Offshore Logistics” means Installations or objects situated offshore whether fixed or floating and intended for or being utilised for the purpose of all Operator’s activities associated with offshore activities.

“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.

“Released Party” shall have the meaning set out in Clause 6.1.

“Remaining Party” means any Party to this Deed other than a Released Party.

“Sector” means the time between a Helicopter first moving under its own power until it next comes to rest after landing on a designated parking position.

“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 Offshore Logistics or between Offshore Logistics.

“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 all 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, as defined in the Sharer's Relevant Helicopter Agreement, 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 7.
- 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 7.

5 **Commencement, Effective Date and Duration**

5.1 On and from the date first written above, Clauses 1, 5, 6, 7, 9, 10, 11, 12, 13, 14, 15, 16, 17 and 18 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 1st April 2016 (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 **Termination and Release**

6.1 The Administrator may, by written notice, require any Party to enter into a Deed of Release (a “**Released Party**”) substantially in the form set out in Schedule 6 if the Party becomes insolvent, goes or is put into receivership, administration or liquidation, passes a resolution for its winding up (other than for the purpose of solvent reconstruction or amalgamation) or makes any arrangement for the benefit of its creditors or take or suffers any similar action in consequence of debt.

6.2 Each of the Parties hereby irrevocably appoints the Administrator as its agent with authority to execute on its behalf any Deed of Release (except insofar as it is to be the Released Party) which is required to be executed pursuant to Clause 6.1 and to amend Schedule 1 to remove the names of any Released Party.

6.3 Upon expiry of the Release Date (as defined in the Deed of Release), the Released Party shall cease all use of the Flight Sharing services.

6.4 Should a Released Party fail to enter into a Deed of Release within sixty (60) days of receiving written notice in accordance with Clause 6.1. The Parties irrevocably agree that the Administrator may terminate the Released Party’s involvement in the Deed immediately by written notice. The Administrator shall amend Schedule 1 to remove the names of any Released Party and the Released Party shall cease all use of the Flight Sharing services.

7 **Confidentiality**

7.1 Each Party shall maintain the confidentiality of any financial or proprietary information relating to any of the other Parties, which they obtain access to through this Deed.

8 Indemnities

8.1 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.

8.2 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.

8.3 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.

9 Assignment

9.1 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.

10 The Administrator

10.1 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 and/or Deed of Release on its behalf.

10.2 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 10.3, 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 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.

- 10.3 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.
- 10.4 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 10.5, the Administrator shall be duly notified of the replacement to be made.
- 10.5 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.

11 **New Parties**

- 11.1 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 11.
- 11.2 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.
- 11.3 Notwithstanding Clauses 11.1 and 11.2, where a New Party will become an Operator upon signing the Deed of Adherence, that New Party must:
- 11.3.1 have executed the Indemnity and Hold Harmless Agreement Concerning the Sharing of Helicopter Services or deed of adherence in respect thereof; and
- 11.3.2 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.

12 **Entire Agreement**

12.1 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.

13 **Waiver**

13.1 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.

14 **Amendment**

14.1 Subject to Clauses 11, 14.2 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.

14.2 Notwithstanding Clause 14.1 above:

14.2.1 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.

14.2.2 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.

14.2.3 Schedule 7 hereto may be amended from time to time in the manner provided for in the said Schedule 7.

15 **Notices**

15.1 Any notices given pursuant to this Deed shall be given in writing and delivered by hand or by first class post 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.

15.2 Such notices shall be effective:

15.2.1 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

15.2.2 if sent by first class post at the beginning of the third Business Day after the date of posting.

16 Governing Law

16.1 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.

17 Contracts (Rights of Third Parties) Act 1999

17.1 Except as provided in Clauses 17.2 and 1617.3, 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.

17.2 The Parties intend that the benefits of indemnities given in their favour and referred to in Clauses 8.1, 8.2 and 8.3 of this Deed are entitled to be enforceable by the Co-Venturers and Affiliates of a Party as set out in the applicable agreement in each case.

17.3 The Parties intend that the benefits of indemnities given in favour of the Administrator in Clause 10.2 of this Deed are enforceable by the Administrator.

17.4 Notwithstanding Clauses 17.2 and 17.3, 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.

18 Counterparts

18.1 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 and DELIVERED as a DEED on behalf of AGR WELL MANAGEMENT LIMITED by:

.....

Director

Director/Secretary/Witness

For witness only:

Full name:

Address:

Occupation:

EXECUTED and DELIVERED as a DEED on behalf of **APACHE NORTH SEA LIMITED** by:

.....
Director

.....
Director/Secretary/Witness

For witness only:

Full name:

Address:

Occupation:

EXECUTED and DELIVERED as a DEED on behalf of **BG GROUP PLC** by:

.....
Director

.....
Director/Secretary/Witness

For witness only:

Full name:

Address:

Occupation:

EXECUTED and DELIVERED as a DEED on behalf of **BOND OFFSHORE HELICOPTERS LIMITED** by:

.....
Director

.....
Director/Secretary/Witness

For witness only:

Full name:

Address:

Occupation:

EXECUTED and DELIVERED as a DEED on behalf of **BP EXPLORATION OPERATING COMPANY LIMITED** by:

.....
Director

.....
Director/Secretary/Witness

For witness only:

Full name:

Address:

Occupation:

EXECUTED and DELIVERED as a DEED on behalf of **BRISTOW HELICOPTERS LIMITED** by:

.....
Director

.....
Director/Secretary/Witness

For witness only:

Full name:

Address:

Occupation:

EXECUTED and DELIVERED as a DEED on behalf of **CHC HOLDING (UK) LIMITED** by:

.....
Director

.....
Director/Secretary/Witness

For witness only:

Full name:

Address:

Occupation:

EXECUTED and DELIVERED as a DEED on behalf of **CHC SCOTIA LIMITED** by:

.....
Director

.....
Director/Secretary/Witness

For witness only:

Full name:

Address:

Occupation:

EXECUTED and DELIVERED as a DEED on behalf of **CHEVRON NORTH SEA LIMITED** by:

.....
Director

.....
Director/Secretary/Witness

For witness only:

Full name:

Address:

Occupation:

EXECUTED and DELIVERED as a DEED on behalf of **CONOCOPHILLIPS (U.K.) BRITANNIA LIMITED** by:

.....
Director

.....
Director/Secretary/Witness

For witness only:

Full name:

Address:

Occupation:

EXECUTED and DELIVERED as a DEED on behalf of **CONOCOPHILLIPS
PETROLEUM COMPANY U.K. LIMITED**

by:

.....
Director

.....
Director/Secretary/Witness

For witness only:

Full name:

Address:

Occupation:

EXECUTED and DELIVERED as a DEED on behalf of **CONOCOPHILLIPS (U.K.)
LIMITED** by:

.....
Director

.....
Director/Secretary/Witness

For witness only:

Full name:

Address:

Occupation:

EXECUTED and DELIVERED as a DEED on behalf of **DANA PETROLEUM (E&P)
LIMITED** by:

.....
Director

.....
Director/Secretary/Witness

For witness only:

Full name:
Address:
Occupation:

EXECUTED and DELIVERED as a DEED on behalf of **E.ON E&P UK LIMITED** by:

.....
Director

.....
Director/Secretary/Witness

For witness only:
Full name:
Address:
Occupation:

EXECUTED and DELIVERED as a DEED on behalf of **E.ON E&P UK EU LIMITED**
by:

.....
Director

.....
Director/Secretary/Witness

For witness only:
Full name:
Address:
Occupation:

EXECUTED and DELIVERED as a DEED on behalf of **ENQUEST BRITAIN LIMITED** by:

.....
Director

.....
Director/Secretary/Witness

For witness only:
Full name:

Address:
Occupation:

EXECUTED and DELIVERED as a DEED on behalf of **ENGIE E&P UK LIMITED**
by:

.....
Director

.....
Director/Secretary/Witness

For witness only:
Full name:
Address:
Occupation:

EXECUTED and DELIVERED as a DEED on behalf of **FAIRFIELD BETULA LIMITED**
by:

.....
Director

.....
Director/Secretary/Witness

For witness only:
Full name:
Address:
Occupation:

EXECUTED and DELIVERED as a DEED on behalf of **INEOS UK SNS LIMITED**
by:

.....
Director

.....
Director/Secretary/Witness

For witness only:
Full name:
Address:
Occupation:

EXECUTED and DELIVERED as a DEED on behalf of **INTEGRATED SUBSEA SERVICES LIMITED** by:

.....
Director

.....
Director/Secretary/Witness

For witness only:
Full name:
Address:
Occupation:

EXECUTED and DELIVERED as a DEED on behalf of **MAERSK OIL NORTH SEA UK LIMITED** by:

.....
Director

.....
Director/Secretary/Witness

For witness only:
Full name:
Address:
Occupation:

EXECUTED and DELIVERED as a DEED on behalf of **MARATHON OIL U.K. LLC** by:

.....
Director

.....
Director/Secretary/Witness

For witness only:
Full name:
Address:
Occupation:

EXECUTED and DELIVERED as a DEED on behalf of **NEXEN PETROLEUM U.K. LIMITED** by:

.....
Director

.....
Director/Secretary/Witness

For witness only:
Full name:
Address:
Occupation:

EXECUTED and DELIVERED as a DEED on behalf of **NHV HELICOPTERS LTD** by:

.....
Director

.....
Director/Secretary/Witness

For witness only:
Full name:
Address:
Occupation:

EXECUTED and DELIVERED as a DEED on behalf of **PETROFAC FACILITIES MANAGEMENT LIMITED** by:

.....
Director

.....
Director/Secretary/Witness

For witness only:
Full name:
Address:
Occupation:

EXECUTED and DELIVERED as a DEED on behalf of **PREMIER OIL UK LIMITED** by:

.....
Director

.....
Director/Secretary/Witness

For witness only:
Full name:
Address:
Occupation:

EXECUTED and DELIVERED as a DEED on behalf of **SENERGY WELLS LIMITED** by:

.....
Director

.....
Director/Secretary/Witness

For witness only:
Full name:
Address:
Occupation:

EXECUTED and DELIVERED as a DEED on behalf of **SHELL U.K. LIMITED** by:

.....
Director

.....
Director/Secretary/Witness

For witness only:
Full name:
Address:
Occupation:

EXECUTED and DELIVERED as a DEED on behalf of **SUNCOR ENERGY UK LIMITED** by:

.....
Director

.....
Director/Secretary/Witness

For witness only:
Full name:
Address:
Occupation:

EXECUTED and DELIVERED as a DEED on behalf of **TAQA BRATANI LIMITED** by:

.....
Director

.....
Director/Secretary/Witness

For witness only:
Full name:
Address:
Occupation:

EXECUTED and DELIVERED as a DEED on behalf of **TECHNIP UK LIMITED** by:

.....
Director

.....
Director/Secretary/Witness

For witness only:
Full name:
Address:
Occupation:

EXECUTED and DELIVERED as a DEED on behalf of **TOTAL E&P UK LIMITED**
by:

.....
Director

.....
Director/Secretary/Witness

For witness only:
Full name:
Address:
Occupation:

EXECUTED and DELIVERED as a DEED on behalf of **WOOD GROUP PSN LIMITED** by:

.....
Director

.....
Director/Secretary/Witness

For witness only:
Full name:
Address:
Occupation:

SCHEDULE 1

The Parties and details for Notices

Part A - Operators

Company name and registered office of Party:	Address for service of notices	Notices to be marked for the attention of:
AGR WELL MANAGEMENT LIMITED Company number SC189858 Union Plaza 1 Union Wynd Aberdeen Aberdeenshire AB10 1SL	3 rd Floor Union Plaza Union Wynd Aberdeen AB10 1SL	Jim McManus Contracts Manager
APACHE NORTH SEA LIMITED Company number 04614761 27-28 Eastcastle Street London W1W 8DH	Caledonia House Prime Four Business Park Kingswells Causeway Kingswells AB15 8PU	Roger Brimmer Supply Chain Manager
BG GROUP PLC Company number 03690065 100 Thames Valley Park Drive Reading Berkshire RG6 1PT	BG Group 28 Albyn Place Aberdeen AB10 1YL	Annette Siddle Logistics Manager
BP EXPLORATION OPERATING COMPANY LIMITED Company number 00305943 Chertsey Road Sunbury on Thames Middlesex TW16 7BP	BP EOC 1 Wellheads Avenue Dyce Aberdeen AB21 7PB	James Docherty

CHEVRON NORTH SEA LIMITED Company number 01546623 9 Cavendish Square London W1G 9DF	Chevron Upstream Europe Chevron House Hill of Rubislaw Aberdeen AB15 6XL	Supply Chain Manager
CONOCOPHILLIPS (U.K.) BRITANNIA LIMITED Company number 02954364 Portman House 2 Portman Street London W1H 6DU	Rubislaw House Anderson Drive Aberdeen AB12 6FZ	Tracy Morrison UK Logistics Manager Sara Lindsay Contract Specialist
CONOCOPHILLIPS (U.K.) LIMITED Company number 00524868 Portman House 2 Portman Street London W1H 6DU	Rubislaw House Anderson Drive Aberdeen AB15 6FZ	Tracy Morrison UK Logistics Manager Sara Lindsay Contract Specialist
CONOCOPHILLIPS PETROLEUM COMPANY U.K. LIMITED Company number 00792712 Portman House 2 Portman Street London, W1H 6DU	Rubislaw House Anderson Drive Aberdeen AB12 6FZ	Tracy Morrison UK Logistics Manager Sara Lindsay Contract Specialist
DANA PETROLEUM (E&P) LIMITED Company number 02294746 5th Floor 6 St Andrew Street London EC4A 3AE	Dana Petroleum Kings Close Huntly Street Aberdeen	David Crawford
E.ON E&P UK LIMITED Company number 02761032 7th Floor 129 Wilton Road London SW1V 1JZ	7 th Floor 129 Wilton Road London SW1V 1JZ	Gavin North E&P Supply Chain Coordinator Central North Sea - Bruce Cryle (bruce.cryle@eon.com) South North Sea - Ken Smith (ken.smith@eon.com)

E.ON E&P UK EU LIMITED Company number 02907493 7th Floor 129 Wilton Road London SW1V 1JZ	7 th Floor 129 Wilton Road London SW1V 1JZ	Gavin North E&P Supply Chain Coordinator Central North Sea - Bruce Cryle (bruce.cryle@eon.com) South North Sea - Ken Smith (ken.smith@eon.com)
ENQUEST BRITAIN LIMITED Company number 03628497 Cunard House 5th Floor 15 Regent Street London SW1Y 4LR	Annan House Palmerston Road Aberdeen AB11 5QP	Linda.Keir@enquest.com 01224 975286
ENGIE E&P UK LIMITED Company number 03386464 40 Holborn Viaduct London EC1N 2PB	ENGIE E&P UK Limited ENGIE House 16 North Esplanade West Aberdeen AB11 5RJ	Operations & Engineering Manager
FAIRFIELD BETULA LIMITED Company number 04465204 Canon Place 78 Canon Street London EC4N 6AF	19 Abercrombie Court Prospect Road Arnhall Business Park Westhill Aberdeen AB32 6FE	Brian Brown Supply Chain & Logistics Manager brian.brown@fairfield- energy.com 01224 320701
INEOS UK SNS LIMITED Company number 01021338 4th Floor 90 High Holborn London, WC1V 6LJ	4th Floor 90 High Holborn London WC1V 6LJ	Operations Manager (Andrew Mann)
INTEGRATED SUBSEA SERVICES LIMITED Company number SC228386 Ocean Spirit House 33 Waterloo Quay Aberdeen, AB11 5BS	Ocean Spirit House 33 Waterloo Quay Aberdeen AB11 5BS	Donna Cowie Subcontracts Specialist

<p>MAERSK OIL NORTH SEA UK LIMITED Company number 03682299 Maersk House Braham Street London E1 8EP</p>	<p>Maersk House, Crawpeel Road Altens Industrial Estate, Aberdeen AB12 3LG</p>	<p>Wendy Wyllie</p>
<p>MARATHON OIL U.K. LLC Company number FC009587 /BR000914 Wilmington County Of New Castle Delaware USA United States</p>	<p>Marathon House, Rubislaw Hill Anderson Drive Aberdeen AB15 6FZ</p>	<p>Kerry Lawson Chris Leitch Derek Morrison Louis MacLennan</p>
<p>NEXEN PETROLEUM U.K. LIMITED Company number 01051137 Prospect House 97 Oxford Road Uxbridge UB8 1LU</p>	<p>Nexen Petroleum U.K. Limited Discovery House Prime Four Business Park Kingswells Causeway Kingswells Aberdeen AB15 8PU</p>	<p>Contracts and Procurement Manager Duncan Fail</p>
<p>PETROFAC FACILITIES MANAGEMENT LIMITED Company number SC075047 Bridge View 1 North Esplanade West Aberdeen AB11 5QF</p>	<p>Bridge View 1 North Esplanade West Aberdeen AB11 5QF</p>	<p>Graham Wallace (Head of Commercial) Copy to: Les Mills (Logistics Superintendent)</p>
<p>PREMIER OIL UK LIMITED Company number SC048705 4th Floor Saltire Court 20 Castle Terrace Edinburgh EH1 2EN</p>	<p>Premier Oil UK Limited Upper Denburn House Prime Four Business Park Kingswells Causeway Kingswells Aberdeen, AB15 8PU,cc. by email to L_Notices- uk@premier-oil.com</p>	<p>Supply Chain Manager</p>

SENERGY WELLS LIMITED Company number SC231439 7 Bon Accord Square Aberdeen AB11 6DJ	2/3 Queens Terrace Aberdeen AB10 1XL	Ian Williamson Lewis McCulloch Derek Turner
SHELL U.K. LIMITED Company number 00140141 Shell Centre London SE1 7NA	Shell U.K. Limited 1 Altens Farm Road, Nigg Aberdeen AB12 3FY	Davie Hunter Logistics Manger
SUNCOR ENERGY UK LIMITED Company number 00972618 3rd Floor 1 Ashley Road Altrincham Cheshire WA14 2D	28b Albyn Place Aberdeen AB10 1YL	Ron Davie General Manager, UK
TAQA BRATANI LIMITED Company number 05975475 Cannon Place 78 Cannon Street London EC4N 6AF	TAQA House Prospect Road Westhill AB32 6FE	Caroline Bruce (Air/Marine Operations Focal Point)
TECHNIP UK LIMITED Company number 00200086 One, St. Paul's Churchyard London EC4M 8AP	Enterprise Drive Westhill Aberdeen AB32 6TQ	Debbie Wyness UKBU Supply Chain Manager
TOTAL E&P UK LIMITED Company number 00811900 18th Floor 10 Upper Bank Street Canary Wharf London E14 5BF	Crawpeel Road Altens Aberdeen AB12 3FG	Hazel Fowler Aviation Superintendent hazel.fowler@total.com

WOOD GROUP PSN LIMITED Company number SC296737 15 Justice Mill Lane Aberdeen AB11 6EQ	Sir Ian Wood House Hareness Road Altens Industrial Estate Aberdeen AB12 3LE	Gayle Lamont Subcontract Lead Ops and Maintenance
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Part B – Helicopter Contractors

CHC SCOTIA LIMITED Company number 00936569 C/O CMS Cameron Mckenna LLP 78 Cannon Street London EC4N 6AF	CHC House Howe Moss Drive Kirkhill Industrial Estate Dyce Aberdeen AB21 0GL	Tricia Laing Contracts Analyst
CHC HOLDING (UK) LIMITED Company number SC147943 CHC House Howe Moss Drive Kirkhill Industrial Estate Dyce Aberdeen AB21 0GL	CHC House Howe Moss Drive Kirkhill Industrial Estate Dyce Aberdeen AB21 0GL	Tricia Laing Contracts Analyst
BOND OFFSHORE HELICOPTERS LIMITED Company number 04278474 33 Wigmore Street London England W1U 1QX	Kirkhill House Dyce Avenue Aberdeen Business Park Dyce Aberdeen AB21 0LQ	Head of Legal & Contracts
BRISTOW HELICOPTERS LIMITED Company number 00551102 Redhill Aerodrome Kings Mill Lane Redhill, Surrey RH1 5JZ	Bristow Helicopters Ltd Dyce Avenue Dyce Aberdeen AB21 0LQ	Peter Gay Senior Business Development Manager

NHV HELICOPTERS LTD Company number 09900216 Klyne Business Aviation Centre Buck Courtney Crescent, Norwich Norfolk United Kingdom NR6 6JT	Kalkaertstraat 101 8400 Ostend Belgium	Steven Igodt Director of NHV Helicopters Limited
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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.

<i>Operator</i>	BOND OFFSHORE HELICOPTERS LIMITED	BRISTOW HELICOPTERS LIMITED	CHC SCOTIA LIMITED / CHC HOLDING (UK) LIMITED	NHV HELICOPTERS LTD
AGR WELL MANAGEMENT LIMITED			Contract Ref: AGR/C032/05 Start date 13-May-05	
APACHE NORTH SEA LIMITED			Contract Ref: 603905 dated 1 st September 2010	
BG GROUP PLC	CW2103128 dated 24 th September 2015	Contract ref BG-116818 Contract date 1 st August 2013		
BP EXPLORATION OPERATING COMPANY LIMITED	CW2103128 dated 24 th September 2015	Contract Ref: 105211 expires July 2020	104488 DATED 1 MAY 2010	
CHEVRON NORTH SEA LIMITED		Contract ref C1429349 Contract date 1 st January 2016		C14501491 st January 2016
CONOCOPHILLIPS (U.K.) BRITANNIA LIMITED	Contract Ref: NSBU-046475 Contract date 21 st December 2007	Contract ref UK-290027 Contract date 1 st October 2015	Contract ref NSBU-100241 Contract date 1 st January 2012	
CONOCOPHILLIPS (U.K.) LIMITED	Contract Ref: NSBU-046475 Contract date 21 st December 2007	Contract ref UK-290027 Contract date 1 st October 2015	Contract ref NSBU-100241 Contract date 1 st January 2012	

CONOCOPHILLIPS PETROLEUM COMPANY U.K. LIMITED	Contract Ref: NSBU- 046475 Contract date 21 st December 2007	Contract ref UK- 290027 Contract date 1 st October 2015	Contract ref NSBU- 100241 Contract date 1 st January 2012	
DANA PETROLEUM (E&P) LIMITED		Contract Ref 300062 1 st March 2013	300303 DATED 15 JULY 2013	
E.ON E&P UK LIMITED			Contract ref: 4600001473 Effective Date 1 st May 2015	
E.ON E&P UK EU LIMITED			Contract ref: 4600001473 Effective date 1st May 2015	
ENQUEST BRITAIN LIMITED	Contract ref CON-ENQ- 0313 · Contract date 15.04.2013	CON/PEDL/3067	CON-EBL-0024 DATED 13 JUNE 2011	
ENGIE E&P UK LIMITED		Contract ref: Contract No. 4100001548 Contract date: Contract Execution Date – 12 th April 2011		
FAIRFIELD BETULA LIMITED	Contract ref: FFE-086 Date of contract 6 th March 2008	Contract ref: FFE-056 Date of contract 22 nd January 2008	Contract ref: FFE- 460 Date of contract 1 st October 2015	
INEOS UK SNS LIMITED			10th April 2015 reference 4600004864	
INTEGRATED SUBSEA SERVICES LIMITED			Contract ref: Ref ISS-SC-097 Commenced 17 th April 2015	
MAERSK OIL NORTH SEA UK LIMITED	Contract ref – 153361; dated 1st October 2009		Contract ref CHC - 156080 CHC - Evergreen	
MARATHON OIL U.K. LLC	C6400 Contract date: 1st November 2005	Contract Reference – STA-0001436 Effective Date – 1 st September 2015.		

NEXEN PETROLEUM U.K. LIMITED	Contract ref: 4600007955/4600007956 Contract date: 21 st November 2013			
PETROFAC FACILITIES MANAGEMENT LIMITED		Contract Reference – 102072592 Effective Date – 4 th March 2016	Contract Ref: PFM/SNS/8500 with an effective date of 1 October 2006	
PREMIER OIL UK LIMITED	Contract ref POUK/C1755 Contract date: 1 st March 2016	Contract ref: POUK/C164 Contract date: 1 st July 2010	Contract ref: POUK/C257 Contract date: 17 th December 2010	
SENERGY WELLS LIMITED	Contract ref: SENMSA/017/2007/BO ND/Rev00Contract date 25-Apr-08	Contract ref: SENMSA/010/2007/ BRISTOW/Rev00Co ntract date 27-Aug-07	Contract ref: SENMSA/013/2007/ CHC SCOTIA/Rev00 Contract 22-Nov-07	
SHELL U.K. LIMITED		Contract ref 4610044168 Contract date 1 st January 2016	Contract ref 4610036985 Contract date 1 st July 2012	
SUNCOR ENERGY UK LIMITED			Contract ref: C04663 Contract date 23 rd July 2012	
TAQA BRATANI LIMITED	Contract ref: TAQ SC 1009 (ad hoc contact only) Contract date: 1 st September 2009		TAQ-SC-1363 DATED 1 JULY 2015	
TECHNIP UK LIMITED	CONTRACT REF: No Reference CONTRACT DATE: 01/04/2006	CONTRACT REF: 2015-02-006 CONTRACT DATE: 01.01.2015	CONTRACT REF: UK004257 CONTRACT DATE: 01/11/2003	
TOTAL E&P UK LIMITED		Contract ref 4300002733 Contract date Evergreen Adhoc Contract	Contract ref 4300003252 Contract date 1 st November 2015 - 31 st October 2020	
WOOD GROUP PSN LIMITED	Contract ref: 70/361557 Contract date 01/06/2013	Contract ref: WGPSN Ref – 94/315379 Bristow Ref – BHL/CC/08/003 Contract date 01/04/2008	Contract ref: HAS/0308 Contract date 01/04/2008	

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 11 of a flight sharing agreement dated [] 2016, 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 11 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 8.1 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 11 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 10.3 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
[] 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 and Gas Industry Competitiveness), a company limited by guarantee (company number SC199292) and having its registered office at 3rd Floor, The Exchange 2, 62 Market Street, Aberdeen AB10 5PJ (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 11 of the Flight Sharing Deed copy of which is attached hereto), and entering into, on its behalf and in its name, one or more Deed of Release with Released Parties pursuant to Clause 6 of the Flight Sharing Deed and to amend Schedule 1 to include the names of any New Party or remove the names of any Released Party.

Terms defined in the Flight Sharing Deed shall (unless otherwise defined herein) have the same meaning in this Power of Attorney and Clause 16 (*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 Vantage POB governance board may from time to time authorize. Subject to Clause 10.3 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 and any subsequent flight sharing agreement 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

[]

on being signed by:

.....

.....

Director/Authorised Signatory

In the presence of:

Signature of witness:

Name:

Address:

.....

Occupation:

SCHEDULE 6

Deed of Release

THIS DEED OF RELEASE is made the day of (the “**Release Date**”)

BETWEEN:

- (1) The Administrator on behalf of the Remaining Parties; and
- (2) [] a company organised and registered under the laws of [] under number [] whose registered office is at [] (the “**Released Party**”).

WHEREAS:

(A) This Deed of Release is entered into pursuant to Clause 6 of the Flight Sharing Deed dated [].

(B) The Released Party, requiring to exit the Flight Sharing Deed, enters into this Deed of Release pursuant to and for the purpose of Clause 6 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 Release.
2. The Administrator on behalf of the Remaining Parties hereby releases and discharges the Released Party from all of its obligations and liabilities as a member of the Flight Sharing scheme occurring on or after the Release Date.
3. This Deed of Release may be executed in any number of counterparts and it is recognised by the Remaining Parties and the Released Party that each counterpart is an original but that all counterparts together constitute one and the same instrument.
4. Schedule 1 of the Flightshare Deed shall be altered to reflect the release of the Released Party.

5. This Deed of Release 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 Remaining Parties and the Released 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 Release.

IN WITNESS of which the Remaining Parties, by their agent the Administrator, and the Released 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
as authorised by the board of directors of the
Administrator

..... [AFFIX SEAL]
Authorised signatory

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

.....
Director

.....
Director/Company Secretary/Witness

For witness only
Full name:
Address:
Occupation:

SCHEDULE 7

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
AS332 L	£3,500	£4,000
AS332 L2	£4,500	£5,000
AW139	£3,250	£3,750
AW189	£3,500	£4,000
EC155	£3,000	£3,500
EC175	£3,500	£4,000
EC225	£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 3rd 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 3rd 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