

DATED 1st April 2006

**INDEMNITY AND HOLD HARMLESS AGREEMENT
CONCERNING
THE SHARING OF HELICOPTER SERVICES IN THE UNITED KINGDOM
CONTINENTAL SHELF**

THIS AGREEMENT is made this **1st** day of **April** **2006**

BETWEEN:

Those companies listed in Part 1 of Schedule I.

WHEREAS:

- (A) The Parties to this Agreement are the companies listed in Part 1 of 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;
- (B) Each of the Parties charters Helicopters for the provision of air logistics services in connection with such operations from one or more of the Helicopter Contractors pursuant to Charter Agreements;
- (C) The Parties wish to make arrangements for sharing Helicopter flights, provided under such Charter Agreements and such new Charter Agreements as may be created between the Parties from time to time; and
- (D) As part of such arrangements, the Parties wish to enter into this Agreement to create between them a mutual hold harmless arrangement to apportion liability between themselves.

NOW THEREFORE, in consideration of the mutual covenants and premises contained herein, the Parties agree as follows:

1.0 DEFINITIONS AND INTERPRETATION

1.1 In the Agreement, and the recitals above, the following words and expressions shall have the meanings hereby assigned to them:

“Administrator” means the person appointed to act as administrator of this Agreement, 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 Investment House, 6 Union Row, Aberdeen, AB10 1DQ, or any duly appointed successor.

“Affiliate” means:

(a) in the case of a Party which is a Shell Company, any other Shell Company. “Shell Company” means Royal Dutch Shell plc and any entity directly or indirectly controlled by Royal Dutch Shell plc.

For this purpose:-

(i) an entity directly controls another entity if it owns fifty per cent or more of the voting rights attached to the issued share capital of the other entity; and

(ii) an entity indirectly controls another entity if a series of entities can be specified, beginning with the first entity and ending with the other entity, so related that each entity of the series (except ultimate controlling entity) is directly controlled by one or more of the entities in the series.

(b) in the case of a Party which is not a Shell Company, any company which is a subsidiary of such Party or a company of which such Party is a subsidiary or a company which is another subsidiary of a company of which such Party is a subsidiary. For the purpose of this definition “subsidiary” shall have the meaning assigned to such term under Section 736 of the Companies Act 1985 as amended.

“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 each agreement between a Party and a Helicopter Contractor for the provision of Helicopter flights.

“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).

“Consequential Loss” means:

- (a) consequential or indirect loss under English law; and
- (b) loss and/or deferral of production, loss of product, loss of use, loss of revenue, profit or anticipated profit (if any), in each case whether direct or indirect to the extent that these are not included in (a), and whether or not foreseeable at the date of commencement of this Agreement.

“Co-Venturer” means in respect of any Party, 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.

“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 Charter Agreement.

“Helicopter Contractor” means any of the persons or companies referred to as Helicopter Contractor in Part 2 of Schedule I hereto and who are party to a Charter Agreement.

“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).

“New Party” shall have the meaning set out in Clause 8.1 herein.

“Party” or **“Parties”** means any of the persons or companies listed in Part 1 of Schedule I hereto, but for the avoidance of doubt does not include the Administrator. .

“Passenger” or **“Passengers”** means a 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);

“Shared Flight” means, subject to Clause 2.3, any Helicopter flight made pursuant to an agreement for a flight share between a Party and a Helicopter Contractor;

“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 Charter Agreement;

“Sharee” means in relation to a Shared Flight, any Party whose Passengers and/or Cargo are carried on a flight chartered by another Party;

“Transitor” means a person who has been a Passenger on a Shared Flight, and who is required to disembark from a Helicopter onto another Party’s Installation which is not his scheduled destination. This definition applies during the period commencing when said person and his personal luggage and belongings are outwith the area covered by the Helicopter’s rotor blades after disembarking from the Helicopter, up to the time the said person enters a Helicopter prior to the continuation of the flight to his scheduled destination.

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

- 1.2 The construction of this Agreement and the Schedules hereto shall not be affected by any heading, which is inserted for convenience only.
- 1.3 References in this Agreement to Clauses and the Schedules are, unless otherwise specified, references to clauses of and the schedules to this Agreement.
- 1.4 References to this Agreement include a reference to the recitals and the Schedules.
- 1.5 Reference in this Agreement 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. Reference to any gender shall include a reference to all genders.
- 1.6 References to time are to time statutorily in force in the United Kingdom.
- 1.7 References to any Act of Parliament, statutory provision or other law shall include any regulation, order or secondary legislation issued pursuant thereto, and any amendment, modifications and re-enactment thereof.

2.0 GENERAL

- 2.1 The terms of the Charter Agreement under which the Sharer charts Helicopters, shall apply between the relevant Helicopter Contractor and the Sharer in relation to a Shared Flight.
- 2.2 The Sharee shall be responsible for concluding ad hoc helicopter services arrangements with a Helicopter Contractor, which for the avoidance of doubt shall include indemnity and hold harmless arrangements in relation to a Shared Flight.
- 2.3 The Parties to this Agreement may already be party to an agreement which provides for helicopter sharing (“existing sharing regime”). The liability and indemnity regime provided under any existing sharing regime shall forthwith be cancelled and superseded by the execution of this Agreement, and in the event of contradiction, ambiguity, conflict or otherwise, the terms of this Agreement shall apply.

3.0 LIABILITIES AND INDEMNITIES

- 3.1 Subject to Clauses 3.2 and 3.3, each Party (the “Indemnifying Party”) shall defend, indemnify and hold harmless each of the other Parties and the other Parties’ Affiliates, Co-Venturers and their respective Passengers and Transitors (the “Indemnified Group”) from and against any and all Claims incurred by the Indemnified Group resulting from:
- (a) personal injury, including without limitation fatal injury, mental anguish, illness or disease of any member of the Indemnifying Group;
 - (b) loss or recovery of or damage to any Cargo carried at the request of the Indemnifying Party (including for the avoidance of doubt, the personal belongings of any Passenger);

- (c) loss or recovery of or damage to any property (of any description) of the any member of the Indemnifying Group;
- (d) loss or recovery of or damage to an Installation operated, owned, leased or chartered by the Indemnifying Group;
- (e) loss or recovery of or damage to an Installation to which the Shared Flight travels at the Indemnifying Party's request; and
- (f) Consequential Loss suffered by the Indemnifying Group,

in each case arising out of or in connection with a Shared Flight whether or not the negligence or breach of duty (whether statutory or otherwise) of the Indemnified Group or any of them caused or contributed to such loss or damage. For the purposes of this Clause 3, "Indemnifying Group" shall mean the Indemnifying Party together with its Affiliates, Co-Venturers and their respective Passengers and Transitors.

For the avoidance of doubt, the Sharer or the Sharee who invites a Shared Flight to travel to an Installation, shall be responsible for the Installation and shall defend, indemnify and hold harmless all other Parties from and against (without limitation) loss of or damage to such Installation arising out of or in connection with the Shared Flight.

3.2 In respect of any claim in relation to which the Indemnified Group intends to rely on a relief from or limitation of liability, hold harmless, indemnity or benefit under this Clause 3, the Indemnified Group shall advise the Indemnifying Group as soon as reasonably practicable setting out in reasonable detail the nature of the Claim, the parties involved and all other material information. Thereafter the Indemnified Group shall not communicate with the claimant without the prior written consent of the Indemnifying Group and the Indemnified Group shall, in respect of matters reasonably within its control, use its best endeavours to ensure that the

handling of any such claim is carried out in all material respects in accordance with the instructions of the Indemnifying Group.

3.3 The indemnities provided by the Sharer and the Sharee to each other under Clause 3 shall not diminish or reduce in any way the extent or scope of the indemnities provided by a Helicopter Contractor to a Party, and are intended to be secondary to any indemnity or other right of recovery that a Party may have against a Helicopter Contractor pursuant to a Charter Agreement, or any other agreement between a Party and a Helicopter Contractor, and including without limitation those rights directly enforceable by a Party and the other members of its respective Group by virtue of the Contracts (Rights of Third Parties) Act 1999 pursuant to Clause 4 below.

3.4 The indemnities given pursuant to this Agreement shall be full and primary and shall apply in respect of any and all claims whether in tort, under contract, or at law.

3.5 The provisions of this Clause 3 shall survive termination of, or withdrawal by a Party from, this Agreement with respect to any Claims arising from incidents before such termination or withdrawal.

4.0 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

4.1 Subject to Clause 3.4 above and except as provided in Clause 4.2 and 4.3, nothing in this Agreement is intended to confer on any person who is not a Party any right to enforce any term of this Agreement.

4.2 The Parties intend that the benefits of indemnities given in their favour in Clause 3.2 and 3.3 of this Agreement are entitled to be enforceable by the Co-Venturers and Affiliates of a Party, falling within the definition of Indemnified Group at Clause 3.2.

4.3 The Parties intend that the benefits of indemnities given in favour of the Administrator in Clause 8.3 of this Agreement are enforceable by the Administrator.

4.4 Notwithstanding Clause 4.2 and 4.3, this Agreement may be rescinded, amended or varied by the Parties to this Agreement 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 Agreement will be varied or extinguished.

5.0 INSURANCE

5.1 Each of the Parties shall insure for its obligations at law or shall self-insure to cover all risks associated with its obligations in respect of this Agreement. Each Party shall procure the waiver of all rights of recourse or subrogation that its insurers may have against the other Party.

6.0 ASSIGNMENT

6.1 No Party may assign the Agreement or any part of it or any benefit or interest in or under it without the prior written consent of the other Parties, such consent not to be unreasonably withheld or delayed.

7.0 TERM

7.1 This Agreement shall commence and shall be effective and binding amongst the Parties as from the date hereof.

7.2 Subject to the provisions of Clause 7.3, a Party shall have the right to withdraw from this Agreement ("Withdrawing Party"), upon providing every other Party ("Remaining Party"), with not less than thirty (30) days notice of withdrawal in writing. Such notice shall take effect as from 0001 hours, thirty days after the date of delivery of the notice of withdrawal (which date shall

be specified in the notice), or from 0001 hours on any later date specified in the notice.

7.3 A Party shall not be entitled to withdraw from the Agreement, if any Remaining Party remains obliged by virtue of any other agreement to carry the Withdrawing Party's Passengers, Transitors and its and their Cargo on its chartered flight. In such event such notice shall be null and void.

7.4 In the event of a withdrawal by a Party, the Agreement shall remain valid and enforceable as between each Remaining Party. However, this Agreement shall immediately terminate in the event of there being only one Remaining Party.

7.5 Any withdrawal from or termination of this Agreement (howsoever occasioned), shall not affect any accrued rights or liabilities of any Party nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressly intended to come into or continue in force on or after such withdrawal or termination.

8.0 NEW PARTIES

8.1 The Parties agree that any third party wishing to become a Party to this Agreement after the date hereof, (a "New Party") shall execute a Deed of Adherence in the form provided at Schedule II hereto appointing the Administrator as its attorney to execute any subsequent Deeds of Adherence on its behalf for the purpose of admission of further New Parties.

8.2 The Parties at the date hereof shall each grant a power of attorney substantially in the form provided at Schedule IV for the purpose of appointing the Administrator as its attorney to execute any approved Deed of Adherence on its behalf.

8.3 The actions and services, which the Administrator provides shall include those actions and services set out in Schedule III (the "Administration Service"). The Parties agree that, subject to Clause 8.4, the Administrator

shall have no liability whatsoever in respect of any performance, mis-performance or non-performance of the Administration Service or otherwise in connection with this Agreement 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 Agreement, irrespective of the negligence or breach of duty (statutory or otherwise) of the Administrator or any person acting on its behalf.

- 8.4 Where any Party reasonably believes that the Administrator is not performing its duties and obligations under this Agreement to a reasonably acceptable level of competence, such Party may send written notice (the "Notice") to each other Party 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.

If, within thirty (30) days of sending the Notice, the 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 the following paragraph, the Administrator shall be so replaced.

If the proposed replacement administrator is unwilling or unable to act as Administrator under the Agreement, the Administrator shall continue to act in that capacity until a majority of the Parties agree, in writing, on the identify 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 Agreement.

9.0 WAIVER

- 9.1 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.

10.0 NOTICES

10.1 Any notice or other communication by any Party to the other Parties shall be in writing and shall be sufficiently made if sent by pre-paid first class post, fax or by delivering the same by hand to the address of the other Parties as they appear at Part 1 of Schedule I hereto (as amended from time to time) or at such other address designated in writing by a Party as the address to which notices are to be sent hereunder, and shall (save for evidence to the contrary) be deemed to have been made:

- (a) if received by hand, at the time of delivery,
- (b) if sent by pre-paid first class post, on the next business day following posting,
- (c) if sent by fax, at the time of transmission.

10.2 Each Party agrees that service of process in connection with this Agreement shall be validly served at the address at Part 1 of Schedule I hereto (as amended from time to time).

11.0 AMENDMENTS & VARIATIONS

11.1 Subject to Clauses 8 and 11.2 below, amendments or variations to this Agreement shall only be made by the Parties in writing and signed by the Parties.

11.2 11.2.1 Part 1 of Schedule I 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 III) to take account of New Parties.

11.2.2 Part 2 of Schedule I hereto which sets out the details of Helicopter Contractors, shall be amended from time to time by the Administrator (pursuant to the Administration Service set out in Schedule III) to take account of new Helicopter Contractors.

12.0 APPLICABLE LAW

12.1 This Agreement shall be governed by and interpreted and construed in accordance with English law. The Parties irrevocably submit to the exclusive jurisdiction of the Courts of England to settle all and any disputes that may arise out of or in connection with this Agreement.

13.0 SEVERANCE

13.1 Any provision herein, which is or becomes illegal or unenforceable shall be severed from this Agreement and shall not affect the validity of the remaining provisions thereof.

14.0 COUNTERPARTS

14.1 This Agreement may be executed in any number of counterparts with the same effect as if the signatures were upon a single engrossment of this Agreement, but shall not be effective until each Party has executed at least one counterpart. Each counterpart shall constitute an original of this Agreement, but all the counterparts shall together constitute one and the same instrument.

15.0 AGREEMENT AND ACCEPTANCE

15.1 This Agreement constitutes the entire agreement between the Parties hereto and cancels and supersedes all prior negotiations, agreements, representations and undertakings solely related to the subject matter of this Agreement.

15.2 Each of the Parties acknowledges and agrees that in entering into this Agreement it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to this Agreement or not) other than as expressly set out in this Agreement.

IN WITNESS WHEREOF the Parties have signed or sealed this Agreement in parts on the date and year herein above written.

Signed for and on behalf of
SHELL U.K. LIMITED

.....

Signed for and on behalf of
BP EXPLORATION OPERATING COMPANY LIMITED

.....

Signed for and on behalf of

TECHNIP OFFSHORE UK LIMITED

.....

SCHEDULE I

PART 1

THE PARTIES AND DETAILS FOR NOTICES

Company name and registered office of Party:	Address & Fax No for service of notices:	Notices to be marked for the attention of:	Address for service of process:
BP EXPLORATION OPERATING COMPANY LIMITED Chertsey Road Sunbury on Thames Middlesex TW16 7BP	Farburn Industrial Estate Dyce Aberdeen AB21 7PB	Mr Phil Tough Aviation Team Leader	Farburn Industrial Estate Dyce Aberdeen AB21 7PB
SHELL U.K. LIMITED Shell Centre London SE1 7NA	1, Altens Farm Road, Aberdeen AB12 3FY Fax: 01224 884615	The Aviation Manager	1, Altens Farm Road, Aberdeen AB12 3FY
TECHNIP OFFSHORE UK LIMITED 262 High Holburn London WC1V 7NA	Enterprise Drive Westhill Industrial Estate WESTHILL Aberdeen AB32 6TQ Tel 01224 271709	Morag Mcknight Subcontract Manager	262 High Holburn London WC1V 7NA

PART 2
HELICOPTER CONTRACTORS

Company name and registered office of Helicopter Contractor	Operational Address
BRISTOW HELICOPTERS LIMITED Redhill Aerodrome Redhill, Surrey RH1 5JZ	Aberdeen Airport Dyce Aberdeen AB21 0NT
CHC SCOTIA LIMITED North Denes Airfield Caister Road Great Yarmouth NR30 5TF	CHC House Howe Moss Drive Kirkhill Industrial Estate Dyce Aberdeen AB21 0GL
BOND OFFSHORE HELICOPTERS LIMITED Gloucestershire Airport Staverton, Cheltenham Gloucestershire GL51 6SP	Gloucestershire Airport Staverton, Cheltenham Gloucestershire GL51 6SP

SCHEDULE II
FORM OF DEED OF ADHERENCE

THIS Deed of Adherence is made the day of

BETWEEN:

- (1) The companies listed in Schedule 1 hereto (the "Existing Parties")
- (2) [] a company registered in [] under number [] whose registered office is at [] (the "Adhering Party").

WHEREAS:

- (A) This Deed is entered into pursuant to Clause 8 of the Indemnity and Hold Harmless Agreement, a copy of which is attached hereto (the "Indemnity Agreement").
- (B) The Adhering Party wishes to become a Party to the Indemnity Agreement and enters into this Deed pursuant to and for the purposes of Clause 8 of the Indemnity Agreement so as to take effect in accordance with the terms thereof.

NOW THIS DEED WITNESSES as follows:

- 1. Terms defined in the Indemnity Agreement shall (unless otherwise defined herein) have the same meaning in this Deed.

2. The Adhering Party hereby agrees to participate in and be bound by all provisions of the Indemnity Agreement 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 Indemnity Agreement, the Existing Parties hereby agree to be bound to the Adhering Party as if the Adhering Party were a Party.
4. 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 a New Party pursuant to Clause 8.1 of the Indemnity Agreement. The Adhering Party hereby authorises the Administrator to execute, by way of power of attorney or otherwise, Deeds of Adherence with such New Parties and to amend Schedule 1 to include the names of any such New Party which becomes a Party. Subject to Clause 8.4 of the Indemnity Agreement, 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.
5. This Deed may be executed in any number of counterparts and it is recognised by the Parties and the Adhering Party that each counterpart is an original but that all counterparts together constitute one and the same instrument.
6. This Deed shall be governed and construed by English law and each of the Existing Parties and the Adhering Party hereby irrevocably submits to the exclusive jurisdiction of the English courts.

IN WITNESS of which the 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 for the Parties
to the Indemnity Agreement) by:**

.....
Director

.....
Director / Secretary

**EXECUTED as a DEED
by [Adhering Party]:**

[Company using a seal]

[Company not using a seal]

SCHEDULE III
THE ADMINISTRATION SERVICE

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

Signature of the Indemnity Agreement

For the duration of the Indemnity Agreement, 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 dated by the Administrator.

Records, Notices and Web Site

As soon as reasonably practicable the Administrator shall establish a “web site” which shall list the Parties to the Indemnity Agreement.

The Administrator shall without charge, update 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.

The Administrator shall notify all existing Parties after any change to the identity of the Parties by sending to each existing Party a copy of the Deed of Adherence executed by each and every New Party and the Administrator.

SCHEDULE IV

POWER OF ATTORNEY

BY THIS POWER OF ATTORNEY made this [] day of
2006, [], a company incorporated and
organised according to the laws of England and having its registered
office at [] ("Company") hereby appoints LOGIC (Leading
Oil and Gas Industry Competitiveness), a company limited by
guarantee (SC199292) and having its registered office at Investment
House, 6 Union Row, Aberdeen, AB10 1DQ ("the Administrator") to be
its true and lawful attorney and representative for the sole purpose of
entering into, on its behalf and in its name, one or more Deeds of
Adherence with New Parties pursuant to Clause 8.1 of the Indemnity
and Hold Harmless Agreement Concerning the Sharing of Helicopter
Services (a copy of which is attached hereto), and to amend Schedule
1 to include the names of any New Helicopter Operator which
becomes a Party.

Terms defined in the Indemnity and Hold Harmless Agreement
Concerning the Sharing of Helicopter Services shall (unless otherwise
defined herein) have the same meaning in 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 8.4 of the Indemnity and Hold Harmless Agreement, the
Administrator shall have no liability whatsoever in respect of any
performance, mis-performance or non-performance of its function as
attorney hereunder and Company 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

