It is intended that E&P companies and contractors engaged in operations in the UKCS are given the opportunity to participate in a mutual aid system.

Interested parties would enter into the arrangement by either signing the mutual aid deed (the “Deed”) with an administrator (similar in form to the Industry Mutual Hold Harmless Deed) or, following execution of the Deed, by the execution of a deed of adherence (set out in schedule 3 to the Deed).

In clause 2.1, the Deed provides that a signatory (referred to in the Deed as the “Primary Company”), on the occurrence of an incident where there has been or there is a risk of injury to or death of personnel, may request aid from the other signatories to the Deed (each referred to in the Deed as a “Secondary Company”). The aid would comprise a Secondary Company allowing its trained relative responders the opportunity to assist (on a no liability basis) and such relative responders’ provision of assistance during the response to the incident.

Clause 2.2 then sets out the obligations of the Primary Company with regard to the briefing and selection of and provision (food and transportation) to be made for the relative responders who offer assistance.

Clause 3.1 sets out the obligations of all signatories to the Deed in relation to:

(i) the selection and training of employees; and

(ii) interaction with the administrator.

Clause 3.2 then sets out the obligations of each signatory in the event of an incident, being, in summary:

(i) allowing its relative responders to offer assistance if they so wish;

(ii) reimburse the relative responders who wish to assist the cost of travel to the emergency response centre concerned; and

(iii) the provision of post-incident support and counselling services to those of its relative responders who participate in the response to the incident.

Clause 4 sets out the mechanism for the inclusion of new parties.

Clause 5 contains a mutual hold harmless indemnity regime among the signatories to the Deed.

The schedules to the Deed comprise a list of signatories (schedule 1), the administration services to be provided by the systems’ administrator (schedule 2) and a form of deed of adherence for new parties (schedule 3).
(1) THE SIGNATORIES
(2) THE ADMINISTRATOR

MUTUAL AID DEED
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<td>16.</td>
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Schedule 1  Signatories
Schedule 2  Administration Services
Schedule 3  Deed of Adherence
THIS DEED is made the day of 20[●]

BETWEEN

(1) THE PARTIES listed in Schedule 1; and

(2) THE ADMINISTRATOR.

(hereinafter referred to individually as a “Party” and collectively as the “Parties”)

WHEREAS

(A) The Signatories wish to enter into this Deed in order to agree the terms and conditions for the provision of certain mutual aid services (as more particularly described below).

(B) The Signatories acknowledge and agree that third parties may wish to become parties to this Deed and the Signatories agree that third parties may do so by executing a deed of adherence in the form attached.

NOW THIS DEED WITNESSES AS FOLLOWS:

1. Definitions and Interpretation

1.1 Except where the context otherwise indicates or require, the following terms in this Deed shall have the following meanings:

(i) “Administration Service” has the meaning given to it in Clause 4.3;

(ii) “Administrator” means the person appointed to act as administrator of this Deed which, at the date hereof is [●], a company limited by guarantee and having its registered office at [●] or any successor appointed under Clause 4.4;

(iii) “Aid” means (i) a Signatory affording its Relative Responders the opportunity to volunteer to assist, in the capacity as a “Relative Responder” and (ii) assistance rendered by a Relative Responder in his or her capacity as such to a Primary Company, in either case in the event of an Incident;

(iv) “Affiliate” means any company, which is a subsidiary or holding company (of whatever tier) of the company referred to or a subsidiary of any such holding company where “subsidiary” and “holding company” shall have the meaning assigned to them under the Companies Act 2006, section 1159 and “Affiliates” shall be construed accordingly;
(v) “Deed of Adherence” means a deed of adherence in the form set out in Schedule 3;

(vi) “Emergency Co-ordinator” means the individual appointed by a Signatory to co-ordinate the activities of such Signatory pursuant to the terms of this Deed;

(vii) “Emergency Response Centre” means the facilities being utilised by the Primary Company for the management of an Incident, including, without limitation, the housing of Relative Responders;

(viii) “Group” means in relation to a Party, its and their Affiliates, its and their contractors and sub-contractors (of any tier) and the agents (including agency personnel), employees and officers of all of the foregoing;

(ix) “Incident” means any set of circumstances, involving any UKCS installation or infrastructure or mode of transportation (to or from the same) which a Primary Company operates, where there has or may have been or there is a risk of injury to or death of any employee or contractor of the Primary Company and the internal resources of the Primary Company, with regard to informing and liaising with relatives of those who may been involved, are insufficient;

(x) “Mutual Aid Volunteer – Relative Responder Questionnaire and Confidentiality Agreement” means the document of that name posted on the Administrator’s website;

(xi) “New Party” has the meaning given in Clause 4.1;

(xii) “Primary Company” has the meaning given in Clause 2.1;

(xiii) “Relative Responder” means any employee of a Signatory who has successfully completed the required relative responder training course;

(xiv) “Secondary Company” has the meaning given in Clause 2.1;

(xv) “Signatory” means each of those persons which has executed this Deed as listed in Schedule 1 and any person other than the Administrator which executes a Deed of Adherence pursuant to Clause 4; and

(xvi) “Travel Costs” means the transportation costs and expenses properly incurred by the Relative Responder in travelling to or from the Emergency Response Centre (as the case may be) which shall comprise, when the Relative Responder uses his or her own car, a mileage rate of 40p per mile.
1.2 The term Deed includes the Schedules to this Deed and any amendments to this Deed.

1.3 Headings used in this Deed are inserted for convenience only and shall not affect the construction or validity of this Deed.

1.4 Reference to the singular includes a reference to the plural and vice versa.

1.5 The words and phrases “other”, “including” and “in particular” shall not limit the generality of any preceding words or be construed as being limited to the same class as the preceding words where a wider construction is possible.

1.6 The word “or” is not exclusive.

1.6 Save for the reference to section 1159 of the Companies Act 2006 in Clause 1.1(iv), reference to any statute, statutory provision or statutory instrument includes a reference to that statute, statutory provision or statutory instrument as from time to time amended extended or re-enacted.

2. Primary Company

2.1 In the event of an Incident, the Signatory concerned (referred to in such capacity as the “Primary Company”) may issue a request to each of the other Signatories (each referred to in such capacity as a “Secondary Company”) seeking Aid and its anticipated requirements for Aid. Each Primary Company expressly acknowledges that any Relative Responder who responds to the foregoing request is acting as an individual and not, in any way, as an employee of a Signatory.

2.2 The Primary Company shall:

(i) provide each Relative Responder who attends the Emergency Response Centre, either collectively or individually, with a full briefing of the Incident and a copy of the Mutual Aid Volunteer – Relative Responder Questionnaire and Confidentiality Agreement for completion;

(ii) from the completed Mutual Aid Volunteer – Relative Responder Questionnaire and Confidentiality Agreements, select those Relative Responders from whom it wishes Aid;

(iii) make food and beverages available, at no charge, to Relative Responders who are providing Aid;

(iv) arrange (to the extent that the Relative Responder does not have independent means of transport) transportation for the
Relative Responder from the Emergency Response Centre to his or her place of employment or home (at the discretion of the Relative Responder); and

(v) reimburse as soon as reasonably practicable the Relative Responder’s Travel Costs in respect of the journey from the Emergency Response Centre to his or her place of employment or home (as the case may be).

3. Signatory Obligations

3.1 Each Signatory agrees that it shall:

(i) notify its employees of its execution of and the purpose of this Deed;

(ii) invite applications from those of its employees (who have appropriate qualifications or experience (guidelines as to which shall be posted on [the Administrator’s web site])) who wish to undertake Relative Responder training;

(iii) conduct a pre-training assessment of each employee who indicates their willingness to undertake Relative Responder training (noting however that the selection of employees who will be put forward for such training shall always be at the sole discretion of the Signatory concerned);

(iv) enroll those employees it proposes to train as Relative Responders on the relevant OPITO standard training course and shall bear all costs associated with such training regardless of whether the candidate passes the training course;

(v) inform the Administrator and keep the Administrator up to date with regard to the contact details of its Emergency Co-ordinator;

(vi) maintain an internal list of those of its employees who are trained Relative Responders, details of such individual’s training for such role and any refresher training undertaken;

(vii) make available the resources for its Relative Responders to maintain their proficiency which shall include participation in an exercise or mobilisation annually and attendance at refresher training (comprising the second day of the Relative Responder training course) every two years;

(viii) remove from its list of Relative Responders any person who fails to successfully complete refresher training as described in
Clause 3.1(vii) or who in its view is no longer fit to provide the services of a Relative Responder; and

(ix) maintain such internal policies as are necessary to support the Signatory’s participation in the mutual aid scheme provided for under this Deed.

3.2 In the event of an Incident, each Secondary Company shall:

(i) communicate the Primary Company’s request under Clause 2.1 to each of its Relative Responders while acknowledging that the decision of whether to respond to such a request is at the discretion of each Relative Responder;

(ii) afford its Relative Responders the opportunity to respond to the Primary Company's request to provide Aid as contemplated by the terms of this Deed;

(iii) reimburse those of its Relative Responders who participate in the Incident response all of their costs and expenses properly incurred in such participation, including, without limitation, the Travel Costs of the Relative Responder in respect of the journey from his or place of employment or home (as the case may be) to the Emergency Response Centre; and

(iv) provide to those of its Relative Responders who participate in the Incident response such post-incident support and counselling services as are reasonably required in the circumstances.

3.3 Each Signatory acknowledges and agrees that the Aid offered pursuant to the terms of this Deed shall supplement the internal resources of a Primary Company and shall not be utilised as if it were a Primary Company’s sole or exclusive resource. The ability of a Signatory to request Aid from fellow Signatories may be temporarily suspended or permanently withdrawn if, in the opinion of the Administrator, following an investigation of the handling of an Incident by a Primary Company, the conclusion is drawn by the Administrator that such Signatory has abused or is abusing the spirit or intent of this Deed.

4. **New Parties**

4.1 The Parties hereby agree that any third party wishing to become a Signatory after the date hereof (a “New Party”) shall execute a Deed of Adherence.

4.2 Each Signatory 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 4.1. Each Signatory hereby authorises the Administrator to execute by way of power of
attorney or otherwise, Deeds of Adherence with New Parties and to amend Schedule 1 to include the names of any New Party which becomes a Signatory. Subject to Clause 4.4, the Administrator shall have no liability whatsoever in respect of the performance, mis-performance or non-performance of its function as attorney under this Clause 4 and each Signatory shall defend, indemnify and hold harmless the Administrator against any and all claims, losses, liabilities, costs (including legal costs), damages and expenses of every kind and nature arising from, out of, or relating to any such performance, mis-performance or non-performance, irrespective of the negligence or breach of duty (statutory or otherwise) of the Administrator or any person acting on its behalf.

4.3 Notwithstanding Clause 4.2, the Administrator is not a Signatory, has no obligations under this Deed and shall have no liability to the Signatories in respect of the matters arising out of or in connection with this Deed. The actions and services which the Administrator provides shall include those actions and services set out in Schedule 2 (the “Administration Service”). The Signatories agree that, subject to Clause 4.4, the Administrator shall no liability whatsoever in respect of any performance, mis-performance or non-performance of the Administration Service or otherwise in connection with this Deed and each Signatory shall defend, indemnify and hold harmless the Administrator against any and all claims, losses, liabilities, costs (including legal costs), damages and expenses of every kind and nature 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.

4.4 Where any Signatory reasonably believes that the Administrator is not performing its duties and obligations under this Deed with a reasonably acceptable level of competence, such Signatory may send written notice (the “Notice”) to each other Signatory requesting that the Administrator be replaced and include details of such non-performance and of a 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 Signatory has received written responses from a majority of Signatories 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 this Deed, the Administrator shall continue to act in that capacity until a majority of Signatories 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.
5. Mutual Hold Harmless Indemnity Regime

5.1 This Clause 5.1 is without prejudice to and shall not affect or be considered so as to vary contractual arrangements already in place between the Parties (if any) in relation to the contribution or disposition of liabilities arising from any incident, fact or matter otherwise covered by this Deed.

5.2 Each Party shall save, defend, indemnify and hold the other Parties and their respective Groups harmless from and against any and all claims, losses, liabilities, costs (including legal costs), damages and expenses of every kind and nature in respect of:

(i) loss of or damage to any property owned, hired, leased or otherwise provided by the indemnifying Party or any member of its Group arising from or relating to the provision of Aid;

(ii) personal injury including illness, death or disease to any employee, agent (including agency personnel), contractor, officer, director or invitee of the indemnifying Party arising from or relating to the provision of Aid;

(iii) personal injury including illness, death or disease or loss of or damage to the property of any third party arising from or relating to the provision of Aid to the extent that any such injury, illness, death or disease or loss or damage to property of any third party is caused by the negligence or breach of duty (whether statutory or otherwise) of the indemnifying Party or any member of its Group.

5.3 Notwithstanding any provisions to the contrary elsewhere in this Agreement, each Party shall save, defend, indemnify and hold the other Parties and their respective Groups harmless for any and all claims, losses, liabilities, costs (including legal costs), damages and expenses of every kind and nature in respect of (i) all loss of profit, loss of use, loss of contract, loss of production, loss of revenue, business interruption or increased cost of working, whether any of the foregoing are direct or indirect and whether or not foreseeable at the date of this Deed; and (ii) indirect or consequential loss under applicable law (“Consequential Loss”) in either case suffered by the indemnifying Party or any member of its Group arising from or relating to the provision of Aid.
6. Further Assurance

The Signatories and the Administrator shall perform such further acts and execute and deliver such further documents as may be required or reasonably requested by any party to implement and perfect the arrangements contemplated under this Deed.

7. Confidentiality

All data and information acquired or received by any Party under this Deed shall be held confidential during the continuation of this Deed and for a period of five (5) years thereafter and shall not be divulged in any way to any third party, provided that, any Party may disclose such data and information:-

7.1 to any consultants, auditors, legal and financial advisers of such Party subject to it obtaining an unqualified undertaking of confidentiality from any such party which, in the case of an entity, will include an obligation to be responsible for any of its officers, directors or employees maintaining the confidentiality of the data so disclosed;

7.2 to the extent required by any applicable law or the regulations of any regulatory body having jurisdiction over the Party or its ultimate parent company; or

7.3 to the extent that the same has become generally available to the public otherwise that by breach of this Agreement.

For the purposes of this Clause 7 the term “third party” shall mean any person other than the disclosing Signatory or the receiving Signatory.

8. Waiver

The failure to exercise or delay in exercising a right or remedy provided by this Deed or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. Any waiver of a breach of any of the terms of this Deed or of a default under this Deed must be in writing and does not constitute a waiver of any other breach or default and shall not affect the other terms of this Deed.

9. Assignment

No transfer of any interest under this Deed shall be made by any Signatory.
10. **Severance**

Any provision herein which is or becomes illegal or unenforceable shall be severed from this Deed and shall not affect the validity of the remaining provisions of it.

11. **Amendment**

Save as otherwise specifically provided herein, any variation to this Deed shall be binding only if it is recorded in a document signed by or on behalf of all the Parties at the relevant time.

12. **Entire Agreement**

This Deed constitutes the entire agreement between the Parties with respect to the subject matter of this Deed and supersedes all prior negotiations, representations, or agreements related to this Deed either written or oral.

13. **Notices**

13.1 Notices given pursuant to this Deed shall be given in writing and delivered by hand, by fax, or by registered delivery post to the relevant address or fax number, and marked for the attention of the person, specified in Schedule 1.

13.2 Such notices shall be effective:

(i) if delivered by hand, at the time of delivery;

(ii) if sent by fax and received by the recipient’s fax in a legible form, on the first working day following the date of sending;

(iii) if sent by registered delivery post, at the beginning of the third working day after the date of posting.

14. **Third Party Rights**

The Parties confirm that no term of this Agreement is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Deed.

15. **Governing Law and Jurisdiction**

This Deed shall be governed by and construed in accordance with English law and each Party irrevocably submits to the exclusive jurisdiction of the English courts.
16. **Counterparts**

This Deed may be executed in any number of counterparts and by the Parties on separate counterparts each of which when executed and delivered shall be an original but all the counterparts together shall constitute one and the same instrument.
IN WITNESS WHEREOF the Parties have caused this Deed to be executed and delivered the day and year first above written.

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<thead>
<tr>
<th>Company using a seal</th>
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<tbody>
<tr>
<td>The common seal of ___________________________ (name of company)</td>
<td></td>
</tr>
<tr>
<td>was affixed to this Deed in the presence of: (affix seal)</td>
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<tr>
<td>(1) ___________________________ (Name of Director)</td>
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<td>and</td>
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<td>(Signature of Director / Company Secretary) (Date)</td>
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OR

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<thead>
<tr>
<th>Company not using a Seal</th>
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<tr>
<td>Executed as a Deed by:</td>
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<td>(1) ___________________________ (Name of Director)</td>
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<td>___________________________</td>
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<td>(Signature of Director)</td>
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<td>and</td>
<td></td>
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<td>(2) ___________________________ (Name of Director / Company Secretary)</td>
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<td>(Signature of Director / Company Secretary)</td>
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OR

Company using a Power of Attorney

Executed as a Deed by:

___________________________
(Name of Attorney)

as attorney for___________________________
(name of company)

Under Power of Attorney
dated___________________________
(Date of Power of Attorney)

___________________________
(Signature of Attorney)

Date

___________________________
(Date)
## Schedule 1

### Signatories

<table>
<thead>
<tr>
<th>Company and Co. Number</th>
<th>Registered Office</th>
<th>Address for Notices (if other than Registered Office) / Fax Number</th>
<th>Notices to be marked for the attention of (name of individual or job title)</th>
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Schedule 2

Administration Services

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

1. **Signature of the Deed**
   
   1.1 Phase 1 – certain persons will execute the Deed on or before the date of this Deed. This will be known as Phase 1 of the implementation of this Deed. This Deed shall come into force and effect on the date hereof.
   
   1.2 Phase 2 – thereafter and for the duration of this Deed, new persons may wish to become Signatories to this Deed and shall be asked to execute a Deed of Adherence. Each person signing a Deed of Adherence will become bound when the Deed of Adherence, which it has executed, is executed and dated by the Administrator.

2. **Records and Web Site**
   
   2.1 As soon as reasonably practicable after the date hereof, the Administrator shall establish a “Web Site”, which shall list those persons which have signed this Deed during Phase 1.
   
   2.2 The Administrator shall add to the “Web Site” the names of persons which have executed this Deed in Phase 2 as soon as reasonably practicable after such persons have so executed.
   
   2.3 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 Signatories and shall make the “Web Site” accessible to each Signatory and New Party.
   
   2.4 The Administrator cannot guarantee that all persons which have executed this Deed or a Deed of Adherence are listed on the “Web Site” at any given time, or that any list published by the Administrator, whether on the “Web Site” or elsewhere is complete or accurate.
   
   2.5 The Administrator shall permit access to records relating to this Deed on the request of five (5) or more Signatories in writing for audit purposes.
   
   2.6 [Others – for example maintaining current examples of standard forms, training requirements on the website]

3. **Notice**
   
   3.1 Any correspondence for the Administrator should be sent to [●], or such other address as is set out on the “Web Site”.
Schedule 3

Deed of Adherence

THIS DEED OF ADHERENCE is made the day of 20[●]

BETWEEN

1. [●] (the “Administrator”) for and on behalf of the Signatories; and

2. [●] a company incorporated in [England and Wales] / [Scotland] / [organised and existing under the laws of [●] (Company Number [●]) having its [registered office] [principal place of business] at [●] (the “New Party”).

WHEREAS:

At the date hereof the New Party is not a Signatory under the Mutual Aid Deed (as hereinafter defined) but is to become a Signatory to the Mutual Aid Deed pursuant to this Deed of Adherence.

NOW IT IS AGREED AS FOLLOWS:

1. Terms defined in the Mutual Aid Deed shall have the same meaning in this Deed of Adherence unless a different definition is set out in this Deed of Adherence and:

   1.1 “Mutual Aid Deed” means the Deed dated [●] and generally known as such; and

   1.2 “Participation Date” means [●].

2. The New Party hereby becomes a Signatory to the Mutual Aid Deed as at the Participation Date and undertakes and covenants as a separate covenant with and for the benefit of the Signatories to assume, observe, perform, discharge and be bound by all liabilities and obligations arising under the Mutual Aid Deed (whether actual, accrued, contingent, or otherwise and whether arising on, before or after the Participation Date) and to be bound by the Mutual Aid Deed as if the New Party had at all times been a Signatory to the Mutual Aid Deed.

3. Without prejudice to the provisions of Clause 2, it is hereby agreed that the power of attorney in relation to the Administrator pursuant to clause 4.2 of the Mutual Aid Deed is granted mutatis mutandis in relation to the New Party upon execution of this Deed of Adherence.

IN WITNESS WHEREOF the parties have cause this Deed of Adherence to be executed and delivered the day and year first above written.
Company using a seal

The common seal of ___________________________
(name of company)

was affixed to this Deed in the presence of: ___________________________
(affix seal)

(1) ___________________________
(Name of Director)

(Signature of Director) (Date)

and

(2) ___________________________
(Name of Director / Company Secretary)

(Signature of Director / Company Secretary) (Date)

OR

Company not using a Seal

Executed as a Deed by:

(1) ___________________________
(Name of Director)

(Signature of Director)

and

(2) ___________________________
(Name of Director / Company Secretary)

(Signature of Director / Company Secretary)

(Date)

OR
Company using a Power of Attorney

Executed as a Deed by:

___________________________
(Name of Attorney)

as attorney for___________________________
(name of company)

Under Power of Attorney

dated

(Date of Power of Attorney)          (Signature of Attorney)

___________________________
(Date)