

**LETTER OF AGREEMENT #6  
BETWEEN  
OFFSHORE LOGISTICS, INC./AIR LOGISTICS LLC  
AND  
OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION/  
AS REPRESENTED BY LOCAL 107/OPEIU**

The Company and Union, desiring to implement the Settlement Agreement entered into on the 17th day of March 2006, agree to the following:

1. The Company will create a new job classification of "supplemental pilots." These supplemental pilots will be represented by the Union and be subject to Article 36 of the Agreement, but will otherwise not be entitled to any of the benefits or subject to any of the terms and conditions set forth in the Agreement.
2. The Company will pay and otherwise compensate supplemental pilots as it deems appropriate, The Company can enter into separate individual agreements with supplemental pilots. Supplemental pilots shall be utilized as pool pilots.
3. The Company will limit the use of supplemental pilots to single pilot aircraft.
4. The Company will limit the number of supplemental pilots actively employed to no more than 10. This number does not include supplemental pilots who may be in training.
5. The Company will not furlough any pilot as a direct result of employing any supplemental pilot
6. In the event a supplemental pilot subsequently transfers into the status of a regular pilot, such pilot's seniority and longevity will be credited back to the date of hire as a supplemental pilot.
7. The Company will pay a work over rate of 1.75 to its non-supplemental pilots when supplemental pilots are utilized and the Company is experiencing a 7.5% or greater shortage for pilot manning for full time seats for full time jobs (excluding supplemental pilots). In the event the Company's staffing level reverts to less than 7.5% shortage, the standard 1.50 work over rate will be applicable. The Company will provide the Union with advanced notice of any change in the work over rate, and, on request, share appropriate staffing information with the Union concerning how these staffing percentages have been calculated. Any change in workover rate will occur the month following the month in which the pilot shortage goes above or below 7.5%.
8. Any dispute over the application or interpretation of this Letter of Agreement will be resolved through the collective bargaining agreement's grievance and arbitration provisions.

Paul Bohelski  
(for Office and Professional Employees  
International Union, AFL-CIO)

Kenneth E. Buner  
(for OPEIU Local 107)

Rand Eric  
(for Offshore Logistics, Inc./Air Logistics LLC)

## SETTLEMENT AGREEMENT

**WHEREAS**, the Office and Professional Employees International Union, AFL-CIO and its Local 107 (collectively "the Union") and Offshore Logistics, Inc. and its wholly owned subsidiary Air Logistics, LLC (collectively "the Company") are currently parties to a binding Agreement entered into in accordance with the provisions of Title II of the Railway Labor; and

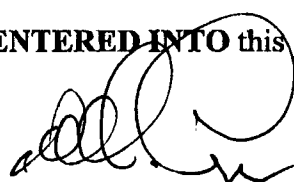
**WHEREAS**, there are numerous outstanding grievances filed by the Union relating to the Company's practice of hiring subcontractors; and

**WHEREAS**, both parties believe it is in their mutual best interest to forever settle and resolves such grievances;

**NOW THEREFORE**, the parties agree to the following:

1. The parties will execute a Letter of Agreement to be attached to and become part of the their current Agreement setting forth the right of the Company to hire supplemental bargaining unit employees to assist in running operations whenever the Company is experiencing difficulty hiring new pilots.
2. The Company will make a one time payment of \$30,000 to the Union to settle and resolve all outstanding grievances relating to subcontracting.
3. The Union will dismiss all outstanding grievances relating to subcontracting.
4. The Company and Union both agree that this settlement is a compromise of disputed claims and is being entered into voluntarily without an admission of a contractual violation or acceptance of the opponent's position in any of the pending subcontracting grievances.

ENTERED INTO this 17<sup>th</sup> day of March, 2006.

  
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(for OPEIU and Local 107)

  
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(for Offshore Logistics, Inc. and Air Logistics LLC)